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CURRENT TOPICS.

IN THE LIST of actions set down for trial in the Queen's Bench Division there are 350 which are to be tried without juries and 335 to be tried with juries. Evidently the plan of trial by a single judge and without a jury is more and more increasing in favour. Those whose names are on the jury lists may find matter for thankfulness in this fact.

IT HAS BEEN found that Mr. Justice ROMER is getting through his list of actions at such a rapid rate that a further transfer will shortly become necessary. It is contemplated to transfer 25 actions from the list of Mr. Justice CHITTY, 20 from that of Mr. Justice NORTH, 30 from that of Mr. Justice STIRLING, and 15 from that of Mr. Justice KEKEWICH, making 90 in all, to be sent to Mr. Justice ROMER for the purpose of trial. The lists from which these actions will be taken are exhibited in Room 136 in the Royal Courts, and will be removed on Saturday, the 7th inst. The order is to be made next week.

AN IMPORTANT application came before Court of Appeal No. 2 on Wednesday and Thursday last. The court was asked, under what is known as the "slip" order (R. S. C., ord. 28, r. 11), to vary the terms of a declaration contained in an order made, passed, and entered eight years ago. It was an order made on petition in a very heavy matter, in which the distribution of large funds was involved, and the junior counsel were instructed to sign minutes. On production of the draft of the order, the court was enabled to see that the declaration had been reframed by the registrar in his own handwriting with considerable pains and elaboration, and this, of course, was done in the presence and with the full assent of all the parties. Under these circumstances, the court found it impossible to believe that the suggested omission was made without full deliberation, and refused the application to vary. An application to enlarge the time for appealing from the order was made at the same time, but this the court also refused.

REFERRING to the remark of Lord Justice DAVEY in *Jacobs v. Crusha* (ante, pp. 337, 346) on the question whether it was intended by the rules (ord. 16, rr. 26 and 29) that paupers should ever be allowed to sue or appeal in person, and to his lordship's approval of the note in the Annual Practice making a suggestion that there never was any such intention, it may be in the recollection of our readers that so long ago as 1889 a suggestion to that effect appeared in these columns (see 33 SOLICITORS' JOURNAL, 278). We have reason to know that the writer also communicated to the editors of the Annual Practice the particular view of the rules thus expressed, and the same paragraph, with

additions, has ever since been appended to ord. 16, r. 26. This is in itself a small matter, but if the Rule Committee should think fit, after the approval of Lord Justice DAVEY, to so frame the rules as to paupers as to make it certain whether a pauper is or is not to be allowed to sue or defend or to appeal in person, a great boon would be conferred upon the judges of the Supreme Court.

THE BILL to "Amend the Provisions of the Solicitors Act, 1877, relating to the Examination of Persons applying to be admitted Solicitors of the Supreme Court in England," which has been introduced by Sir ALBERT ROLLIT, consists of three clauses only. The material clause is the 3rd, whereby it is provided that, "It shall be lawful for the Incorporated Law Society, by regulations made under section 6 of the Solicitors Act, 1877, to exempt from the whole or from any part of the intermediate examination persons who have, before the passing of this Act, obtained, or who shall hereafter, but before entering into articles of clerkship obtain, the degree of bachelor of civil law or bachelor of laws or bachelor of law at any university in the United Kingdom, or any such other degree or distinction in any school or faculty of law or jurisprudence at any university in the United Kingdom as shall be from time to time specified in the regulations. A person exempted from the whole of the intermediate examination may be admitted as a solicitor without a certificate of having passed such examination, and a person exempted from part of the intermediate examination may be admitted as a solicitor if he has obtained a certificate of having passed the part or parts of the examination from which he is not exempted." It appears to us that this is a step in the right direction, and we hope that the Bill will secure a speedy passage through Parliament. It was down for second reading in the House of Commons on Thursday evening last.

WE THINK that the attention of the Council of the Incorporated Law Society should be directed to a practice which is being adopted by certain accountants in London. We have been shewn a circular issued by a firm of accountants in which they state that they have special facilities for debt collecting in every branch of trade; that they are prepared to undertake it upon a commission of 5 per cent. on all amounts received through their instrumentality, "and where the services of a solicitor are required we only charge out-of-pocket expenses in unsuccessful cases." We believe, from what we hear, that this device is proving successful, and that numbers of clients, who formerly employed solicitors to collect their debts, now avail themselves of these nobly liberal terms of the accountants. Now, either the accountants pay the costs of the solicitors they employ out of their own pockets, or there is some arrangement between the accountants and solicitors corresponding to that between the accountants and their "clients." It is believed that the latter is the case, and that solicitors are found who are willing to take instructions from the accountants on the terms of out-of-pocket expenses only in "unsuccessful cases." The loss to the members of the profession who decline to enter into alliance with the accountants is not confined to the mere debt-collecting business; the traders for whom they are employed, through the accountants, to collect debts, gradually entrust their other business to the same solicitors, who make out of it sufficient profits to compensate for the loss of costs in "unsuccessful" debt-collecting cases. If we are correctly informed, the class of solicitors who adopt this course is not, as might be expected, confined to the needy section of the profession. It seems to us that the matter is a serious one. If the practice is allowed to grow, the profession will be divided into two classes, the "out-of-pockets" in alliance with the accountants, and the practitioners who adhere to the time-honoured custom of solicitors. We ought to have some authoritative statement, for the guidance of the profession, upon the subject. Are solicitors to understand that they may properly act for accountants in debt collecting on the terms of only out-of-pocket expenses being paid in unsuccessful cases, and possibly (though on this we have no information) of sharing the accountant's commission in successful cases? An eminent member of the profession recently

entered a strong protest in our columns against the inclusion of accountants in the *Law List*. Is this inclusion to be justified by permitting a practice to grow up under which solicitors will work for accountants on something like "agency" terms?

THE CASE of *Stoddart v. Savile* (No. 2) (*ante*, p. 79), the last decision on the effect of the words "die without having been married," is reported in this week's issue of the *WEEKLY REPORTER* (42 W. R. 361). We have already drawn attention to this case and the other decisions on the subject (*ante*, p. 320), and we ventured to express a doubt whether, if the case had been carried further, the decision would have been upheld. The matter appears to have excited considerable attention, and we last week published a letter containing a careful criticism of the decisions. This week we have a note from a correspondent on the question, who says: "Two points seem to have been missed in the discussion of *Stoddart v. Savile*. First, the husband does not in any case in his character of husband take under a gift to the statutory next of kin of his wife, so that the words 'die without having been married' cannot be intended to exclude him. I at least have full confidence that conveyancers are well aware that they cannot logically exclude or except a man from a class of which he could by no possibility be a member. A husband-cousin might, of course, take as cousin, not as husband, and as a cousin he would not be excluded by the words in question. Secondly, it is strange that no reference was made to the decision of the Irish Master of the Rolls in *Hardman v. Maffett* (13 L. R. Ir. 499; July 8, 1884), where all the authorities down to *Emmins v. Bradford* (23 W. R. 531, 13 Ch. D. 493) are carefully considered, and *Emmins v. Bradford* is followed. As to the threefold meaning attempted to be given to the words 'without having been married' (see *ante*, p. 220), the Irish Master of the Rolls points out that 'a woman who has once been married, though she may die divorced, or a widow, cannot properly be said to have died without having been married, any more than one on whom Jenner's operation has been performed could be said to die without having been vaccinated, even though the effect of the treatment might have disappeared. The contrary contention would involve the startling result that the woman mentioned in the *Sadducee's* question, who, having been had to wife by seven brethren, last of all died also—died after all "without having been married." In truth such a construction is a mere abuse of language.' His lordship also points out that 'the reports of the judgments in *Wilkinson v. Atkinson* (4 De G. J. & S. 455) are short and unsatisfactory. The decision turned on the terms of the settlement, and something material seems to have been left out in that report and in 33 Beav. 536.' It was the supposed existence of this suppressed context which justified JESSEL, M.R. in holding that the Court of Appeal did not intend to lay down any general rule. CHITTY, J., with more faith in authorized reports than was shewn by the English or Irish Master of the Rolls, found himself unable, in the face of the reports, to supply by conjecture any context except that which appeared in the reports themselves. Neither Master of the Rolls attempted to supply the suppressed context, but it is interesting to note that each of two strong independent minds felt that such a context there must have been."

WITHIN a comparatively short space of time it would seem that there has been a total change in the opinions of the judges of the Queen's Bench Division as to the effect of a plaintiff, after the defendant has entered appearance, amending his writ of summons so as to make the writ a specially-indorsed one within the meaning of ord. 3, r. 6. In *Gurney v. Small* (1891, 2 Q. B. 584) WILLS and CHARLES, JJ., held that the plaintiff in that case had taken out his summons for judgment under order 14 at a time when he had no right to take it out, for his writ was then no specially-indorsed writ under ord. 3, r. 6, and the defendant had therefore not appeared to a writ specially indorsed under that rule; and, further, that the original defect was not cured by the subsequent amendment of the indorsement, for the amendment cannot be antedated. In *Gurney v. Small* WILLS,

J., expressly reserved his opinion as to whether the plaintiff would be entitled to the benefit of order 14 if he had issued a fresh summons for judgment under rule 1 of that order after amending the writ so as to make it good within ord. 3, r. 6, and it fell to this judge to decide the very point, along with Lord COLERIDGE, C.J., in *Paxton v. Baird* (41 W. R. 88; 1893, 1 Q. B. 139), in which case, after amending the indorsement of the writ, the plaintiff had issued a summons under order 14. Counsel for the defendant argued that, as appearance had been entered to the writ before it was a good specially-indorsed writ, the subsequent amendment could not avail the plaintiff so as to entitle him to summary judgment; but the Divisional Court held that the appearance to the original writ was sufficient, provided the defect in that had been put right before the summons for judgment issued. We are informed that recently MATHEW and COLLINS, JJ., in a case of *Rutherford v. Lewis*, upheld a decision of BRUCE, J., at chambers, and, without calling on counsel for the plaintiff, decided that if, as in *Paxton v. Baird*, amendment of a writ of summons after appearance entered has the effect of making the appearance an appearance within the meaning of ord. 14, r. 1, to a writ specially indorsed under ord. 3, r. 6, there can be no reason why amendment subsequent to the issuing of the summons for judgment should not have the retroactive effect of making a summons issued before the amendment a summons validly issued under ord. 14, r. 2, and consequently that it is unnecessary for the plaintiff to take out a fresh summons after he amends the writ.

THE DISCUSSION in the House of Commons last week on the Charity Commission will be regarded by most practitioners as altogether failing to reveal the points in which reform is most urgently needed. Nor will the scope of the Select Committee which is to be appointed—"to inquire whether it is desirable to take measures to bring the action of the Charity Commission more directly under the control of Parliament, and to give it more effectual means of dealing with the business which will come before it"—enable these points to be raised. The truth is, that charities are well enough superintended by the commissioners, and we do not think there is much to be said against the schemes they promulgate from time to time. There is sometimes a local outcry about some of them, but, on the whole, we think they are prudent and well considered. The orders, especially in recent years, are drafted with admirable clearness and care. The points on which members of the legal profession find most fault are, first, the extreme slowness with which the office works, and, next, the rigorous mode in which it adheres to its "fads" and requires every transaction to be conducted according to certain fixed principles, whatever inconvenience may be occasioned thereby. If, for instance, as is not unfrequently the case, a charity cannot be created without borrowing a sum on mortgage to supplement subscriptions for the purchase of property, there is endless trouble in getting the mortgage sanctioned by the commissioners. They appear too often to forget that their function is, while protecting the interest of charities, to have due regard to the convenience of persons creating, managing, or dealing with them, and to make matters as easy and rapid as can be done. The result is a widespread reluctance to enter the doors of the office, and the advice commonly given is to keep off the Charity Commissioners if possible. A little more common sense and business capacity in the administration of the office would go far to remove this prevalent impression.

THE DIVISIONAL COURT could not without destroying the security of crossed cheques have failed to affirm the judgment of the county court judge in *Matthews v. Brown & Co.* A cheque crossed generally was drawn by the plaintiff on a Louth bank, payable to FORD & Co., of Manchester, and posted to them. The cheque was stolen, the indorsement of FORD & Co. was forged, and it was presented by the thief for payment to the defendant's bank at Leeds. The bank, although apparently it knew nothing of the thief, was quite ready to cash the cheque provided they knew it would be honoured by the Louth bank, and having by inquiry satisfied themselves of this, they on a subse-

quent day paid the thief the amount of the cheque, less commission. In due course the plaintiff was debited with the amount by the Louth bank, and as he had to pay FORD & Co. over again, he sued the defendants for the loss he had incurred by their payment of the cheque. They relied upon section 82 of the Bills of Exchange Act, 1882, which provides that "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." But it is of the very essence of that enactment that the person for whom the cheque is collected should be a "customer" of the collecting bank. The security of a crossed cheque consists in the fact that the collecting bank has received it from a person who, by being allowed to have an account, may be assumed to be of some standing and respectability. A stranger who comes to the bank to obtain payment of a single cheque can in no sense be regarded as within the section, and the defendants, accordingly, were held liable.

WE BRIEFLY referred, last week, to an article which appeared in the *Times* on the position of county court judges. While, in the main, agreeing with what is there stated, which certainly accords with the view from time to time expressed in these columns, it appears to us that the demand now made for increased salaries for all county court judges is one which has little or no chance of being conceded at present. Under these circumstances, we would suggest that the better and more practical course to adopt would be to proceed on the lines indicated by Mr. Norwood's last County Court Bill, and, in the first instance, obtain, if possible, higher remuneration for the judges of our metropolitan and larger provincial circuits (amounting to about twenty in all) whose claims thereto are undoubtedly pre-eminent. Later on, a re-distribution and partial amalgamation of provincial circuits must, we think, be resorted to with a view to equalizing as far as possible judicial labours, which, at present, exhibit considerable inequalities both as regards the length and number of court sittings and the class of cases disposed of. When this has been accomplished, the sole legitimate barrier to the uniform increase of salaries to county court judges will, we think, have disappeared.

COVENANTS TO REPAIR.

AN esteemed correspondent, whose letter we print elsewhere, makes the suggestion that the double covenants usually contained in leases—a general covenant to repair, and a further covenant to repair on notice—are unnecessary, and that since, under the Conveyancing Act, 1881, notice must in any case be given, it is sufficient to have one covenant, the power for the lessor to enter and view the state of the premises being, however, retained. In some of the cases it has been doubtful whether there were, in fact, one or two covenants. Thus in *Horsefall v. Testar* (7 Taunt. 385) the covenant was to repair at all times when, where, and as often as occasion should require during the term, and at furthest within three months after notice of want of reparation. The lessor brought an action in reliance on the first part of the covenant only, without alleging any notice to repair, and it was argued that there were two distinct covenants; but it was held that the whole formed a single qualified covenant.

Ordinarily, however, the covenants are quite distinct, and then it is well settled that each has its separate legal effect (*Wood v. Day*, 7 Taunt. 646, and *Doe v. Meus*, 4 B. & C. 606). In *Baylis v. Le Gros* (4 C. B. N. S. 537) COCKBURN, C.J., said: "The lease in question contains a general covenant by the lessee, his executors, &c., to repair and keep the premises in repair, and also a covenant that it should be lawful for the lessor, his executors, &c., to enter at all convenient times to view the condition of the premises and to give the lessee notice of any want of repair, requiring him to do such repairs within three months, and that the lessee, his executors, &c., should within that period repair accordingly. Those two covenants are quite separate and independent. The authorities are all clear to that effect." Consequently it was held that a right of re-entry attached

for breach of the former covenant, although no notice to repair had been given under the latter. "It would," continued COCKBURN, C.J., "be monstrous if, giving credit to his tenant that he will duly perform his engagement, the landlord abstains from harassing him with continual inspection, and then should find himself debarred from his remedy for a breach of a positive covenant." So, in *Wood v. Day* (*supra*) it had been held that the lessor might declare under the general covenant on the leaving the premises out of repair at the end of the term, without averring or proving six months' notice to repair under the particular covenant.

On the other hand, where notice has been given to repair, it has in several cases been a question whether the lessor has not thereby waived his right to proceed in the meantime under the general covenant. In *Roe v. Paine* (2 Camp. 520) there was a general covenant and a particular covenant to repair on notice within three months. The lessor gave notice to repair "forthwith." Lord ELLENBOROUGH held that by breach of the general covenant the lease was forfeited, and that the notice was no waiver of the forfeiture. But here, it is to be observed, the notice did not follow the terms of the particular covenant, and it might be taken to be a notice given under the general covenant. This view was adopted in *Few v. Perkins* (L. R. 2 Ex. 92), where notice was given to repair "in accordance with the covenants." In *Doe v. Meux* (*supra*) the notice was given under the particular covenant, requiring the repairs to be done within three months, and a different result was arrived at. The lessor, it was held, might still bring his action on the general covenant, but by specifying a time within which repairs were to be done he had waived the immediate forfeiture incurred by breach of it.

At the present time, as our correspondent points out, there is no immediate right of re-entry on breach of the general covenant. Under section 14 of the Conveyancing Act, 1881, the lessor must first serve on the lessee a notice specifying the particular breach complained of, and requiring him to remedy it, and the right of re-entry can only be exercised if the lessee fails within a reasonable time to remedy the breach. Apparently, exactly the same course must be taken in the event of a failure to repair on notice given under the particular covenant. There is no right to re-enter if the repairs are not done at the end of the period specified. At that time the breach is committed, and before taking advantage of the forfeiture, the procedure of section 14 must be followed. Having regard to *Doe v. Meux*, it would seem that the particular covenant has operated in favour of the lessee, and, where the lessor has proceeded under it, has given him to a certain extent the protection now afforded by the Conveyancing Act. Possibly, now that notice must in any case be given before re-entry, it is unnecessary, and a general covenant to repair, with power to enter and view, may be sufficient. But it must be made quite clear that no advantage is to be derived from retaining the double covenant before so well settled a form is interfered with. Our own view is that considerable practical advantage may be derived from the covenant to repair on notice. The notice under the covenant minutely details the repairs required, whereas the notice under the Conveyancing Act merely points out generally the breach of covenant. The landlord is thus enabled, by a notice under the covenant, to obtain, through the apprehension of an action on the covenant, the execution of all needful repairs within a definite time.

THE SALE OF GOODS ACT, 1893.

IV.

Rights of unpaid seller against the goods.—Part IV. of the Act deals with the rights of the unpaid seller against the goods. By section 38 the seller of goods is deemed to be an "unpaid seller" (a) when the whole of the price has not been paid or tendered, and (b) when a bill of exchange or other negotiable instrument has been received as conditional payment and has been subsequently dishonoured. In the latter case the result is the same as if no bill had been given (*Valpy v. Oakeley*, 16 Q. B. 941; *Griffiths v. Perry*, 1 E. & E. 680). Section 39 states generally the rights of the unpaid seller. Subject to the pro-

visions of the Act and of any statute in that behalf, he has by implication of law, notwithstanding that the property in the goods may have passed to the buyer, (a) a lien on the goods for the price so long as he retains possession, (b) in case of the insolvency of the buyer a right of stopping the goods *in transitu*, and (c) a right of resale as limited by the Act. Further, where the property in the goods has not passed to the buyer, the unpaid seller has a right of withholding delivery similar to and co-extensive with his rights of lien and stoppage *in transitu* where the property has passed to the buyer. The rights of lien, stoppage *in transitu*, and resale are then dealt with in detail.

Unpaid seller's lien.—In the absence of any stipulation as to credit, the vendor is entitled to retain the goods until payment of the price. And when the goods have been sold on credit, and the purchaser permits them to remain in the vendor's possession till the credit has expired, the vendor's lien, which was waived by the grant of credit, revives upon the expiration of the term, even though the buyer may not be insolvent (see *Benj. on Sale*, p. 839, and cases there cited). Further, the seller may retain the goods in the event of the insolvency of the buyer. "If," said BAYLEY, J., in delivering the judgment of the court in *Bloxam v. Sanders* (4 B. & C., at p. 948), "goods are sold upon credit, and nothing is agreed upon as to the time of delivering the goods, the vendee is immediately entitled to the possession, and the right of possession and the right of property vest at once in him; but his right of possession is not absolute, it is liable to be defeated if he becomes insolvent before he obtains possession." These rules are enunciated in section 41. Section 43 defines the modes in which the lien is terminated. It is at an end when the goods are delivered to a carrier or other bailee for transmission to the buyer without any reservation of the *jus disponendi*. For this purpose delivery to the carrier is a delivery of possession to the buyer (*Benj. on Sale*, p. 813). *A fortiori* it is at an end when the buyer or his agent lawfully obtains possession of the goods. And it is lost also by waiver. As to part delivery of goods, this is not necessarily a delivery of the whole so as to destroy the vendor's lien. It is a question of the intention of the parties whether the part actually delivered is to be regarded as separated from the rest (*Tanner v. Scovell*, 14 M. & W. 28). Section 42 accordingly enacts that part delivery does not interfere with the seller's right of lien on the remainder unless made under such circumstances as to shew an agreement to waive the lien.

Stoppage in transitu.—The right of stoppage *in transitu* is defined in section 44: "Subject to the provisions of this Act, when the buyer becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them *in transitu*, that is to say, he may resume possession of the goods so long as they are in course of transit, and may retain them until payment or tender of the price." By the definition clause (section 62) a person is deemed to be insolvent within the meaning of the Act who has either ceased to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, whether he has committed an act of bankruptcy or not. This is in accordance with the dictum of PARKE, B., in *Parker v. Gossage* (2 Cr. M. & R., at p. 620), that "the ordinary import of the word *insolvency* is an incapability of paying the party's just debts."

In considering the exercise of the right of stoppage *in transitu* the chief points are the duration of the transit and the mode in which the stoppage is effected. The former has given rise to a multitude of decisions, the result of which is collected in the seven sub-sections of section 45. It may be noticed that the right of stoppage *in transitu* commences where the right of lien ends. The right of lien ends when the vendor has parted with possession by delivery to a carrier by land or water. But though this may put the goods into the constructive possession of the vendee, the right of stoppage *in transitu*, which thereupon arises, lasts until they have got into the actual possession of the vendee or his agent. "Where the goods have been appropriated by the vendor and have been delivered by him to a carrier to be transmitted to the vendee, a constructive possession exists in the vendee; nevertheless while the goods are in the hands of the carrier they are in the course of transit, and the right of stoppage may arise. There is another kind of constructive possession by the vendee,

that is, when the goods have been delivered by the carrier, and have reached the hands of an agent of the vendee to be held at his disposal" (per BRETT, L.J., in *Kendall v. Marshall*, 31 W. R. 597, 11 Q. B. D., at p. 364). Hence section 45 (1) lays down the general rule that goods are deemed to be in course of transit from the time when they are delivered to a carrier by land or water, or other bailee for the purpose of transmission to the buyer until the buyer, or his agent in that behalf, takes delivery of them from such carrier or other bailee. But the buyer may anticipate the natural termination of the transit, and put an end to it by obtaining delivery of the goods before their arrival at the appointed destination (sub-section (2): cf. *London and North-Western Railway Co. v. Bartlett*, 7 H. & N. 400). Sub-section (3) provides for the case where the carrier is also a warehouseman or wharfinger. A question then arises when he ceases to hold as carrier and begins to hold as agent for the buyer so that the transit is at an end. This result is attained when "after the arrival of the goods at the appointed destination the carrier or other bailee . . . acknowledges to the buyer, or his agent, that he holds the goods on his behalf" (cf. *Blackburn on Contr. of Sale*, p. 364; *Benj. on Sale*, p. 871). And actual delivery to the vendee or an acknowledgment of holding on his behalf is not essential. The transit is equally at an end when the carrier wrongfully refuses to deliver the goods to the vendee (sub-section (6): cf. *Bird v. Brown*, 4 Ex. 786). With regard to part delivery the rule is the same as in respect of the right of lien. The remainder of the goods may be stopped *in transitu*, unless the part delivery has been made under such circumstances as to shew an agreement to give up possession of the whole of the goods (sub-section (7): cf. *Benj. on Sale*, p. 880).

Section 46, dealing with the mode in which the stoppage *in transitu* may be effected, provides that the unpaid seller may exercise his right either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other bailee in whose possession the goods are. That notice to the carrier is sufficient was determined in *Litt v. Cowley* (7 Taunt. 169), and it may be given either to the person in actual possession of the goods or to his principal. But in the latter case it "must be given at such time and under such circumstances that the principal, by the exercise of reasonable diligence, may communicate it to his servant or agent in time to prevent a delivery to the buyer." This part of section 46 is taken almost *verbatim* from the judgment of PARKE, B., in *Whitehead v. Anderson* (9 M. & W., at p. 534).

Resale by buyer or seller.—Ordinarily, the unpaid seller's right of lien or stoppage *in transitu* is not affected by any sale of the goods which the buyer may have made, unless the seller has assented thereto (*Dixon v. Yates*, 5 B. & Ad. 313; *Merchant Banking Co. v. Phoenix Bessemer Steel Co.*, 5 Ch. D. 205). But this is subject to the proviso, founded on section 10 of the Factors Act, 1889, that where a document of title has been transferred to the buyer, and he passes it on to a person who takes in good faith and for valuable consideration, the rights of the latter prevail over the vendor's right of lien or of stoppage *in transitu*. The nature of the unpaid seller's power to resell has been the subject of a good deal of speculation (see *Blackburn on Contr. of Sale*, p. 459). The mere exercise of his right of lien or stoppage *in transitu* does not rescind the contract, but he has a power to resell, and the buyer acquires a good title as against the original buyer. The vendor may also recover from the original buyer damages for any loss occasioned by his breach of contract. The result is different, however, where the seller expressly reserves a right of resale on default by the buyer. A resale, then, operates as a rescission of the contract, but without prejudice to the seller's claim for damages (*Lamond v. Davall*, 9 Q. B. 1030). These rules are enunciated in section 48 (cf. *Benj. on Sale*, p. 803).

Actions for breach of contract.—In the event of a breach of contract by the buyer, the remedy of the seller depends on whether the property in the goods has passed to the buyer or not. Where it has passed, and the buyer wrongfully refuses to pay, the seller's action is for the price of the goods (section 49). The buyer's default does not enable the seller to rescind the contract, and re-vest the goods in himself (*Martindale v. Smith*, 1 Q. B. 389). But where the property has not passed,

and the buyer wrongfully refuses to accept and pay for the goods, the seller's remedy is an action for damages for non-acceptance (section 50 (1)). "The measure of damages is the estimated loss directly and naturally resulting in the ordinary course of events from the buyer's breach of contract" (sub-section (2): cf. *Hadley v. Baxendale*, 9 Ex. 341); but, where there is an available market for the goods in question, the measure of damages is *prima facie* the difference between the contract price and the market price at the time when the goods ought to have been accepted (cf. *Barrow v. Arnaud*, 8 Q. B., at p. 609, and *Borries v. Hutchinson*, 18 C. B. N. S. 445). The remedies of the buyer, on the other hand, depend on whether he complains of non-delivery or of a breach of warranty. In the former case his action is for damages for non-delivery, the measure of damages being similar to that in the seller's action for non-acceptance (section 51); or, if the contract is for the delivery of specific or ascertained goods, the buyer may, if the court thinks fit, obtain judgment for specific performance. Section 52, which is to this effect, reproduces, with modifications, section 2 of the Mercantile Law Amendment Act, 1856. In case of a breach of warranty, the buyer may either set up the breach of warranty against the seller in diminution or extinction of the price, or may maintain an action against the seller for damages for the breach of warranty (section 53).

Part VI., which is supplementary, contains several important provisions. Section 55 enacts that any right or liability arising under a contract of sale by implication of law may be negated or varied by express agreement, or by the course of dealing between the parties, or by usage, if the usage be such as to bind both parties. Section 58 contains rules as to sales by auction. Section 61 contains various savings, and it should be noticed that the rules of the common law, including the law merchant, save in so far as they are inconsistent with the express provisions of the Act, and in particular the rules relating to the law of principal and agent and the effect of fraud, misrepresentation, duress or coercion, mistake, or other invalidating cause, are to continue to apply to contracts for the sale of goods. These are matters affecting contracts generally, and which could not be handled in dealing with a particular contract. So far as we are able to judge the draftsman has done his work with great accuracy and neatness, and while the Act will by no means supplant the decisions, the body of rules which it contains will considerably facilitate the use of them.

REVIEWS.

BANKRUPTCY.

A TREATISE ON THE LAW OF BANKRUPTCY, CONTAINING A FULL EXPOSITION OF THE PRINCIPLES AND PRACTICE OF THE LAW, INCLUDING THE LAW UNDER THE BANKRUPTCY ACTS, 1883 AND 1890; THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887; THE DEBTORS ACT, 1869; THE BILLS OF SALE ACTS, 1878 AND 1892; SECTION 10 OF THE JUDICATURE ACT, 1875; ALSO THE LAW RELATING TO PRIVATE ARRANGEMENTS WITH CREDITORS AND THE DEEDS OF ARRANGEMENT ACT, 1887; WITH AN APPENDIX COMPRISING THE STATUTES, RULES, ORDERS, AND FORMS, INCLUDING FORMS OF STATUTORY COMPOSITIONS AND SCHEMES, &c. SEVENTH EDITION. By GEORGE YOUNG ROBSON, Esq., Barrister-at-Law. London: William Clowes & Sons (Limited).

This new edition of Mr. Robson's standard work contains the Bankruptcy (Discharge and Closure) Act, 1887, and the Bankruptcy Act, 1890, which are carefully incorporated in the text, and printed in full in the appendix, references being given, according to the convenient practice adopted by the author, to the pages where each section is dealt with in the text of the treatise. We think it would have been rather more convenient if section 42 of the Bankruptcy Act, 1890, restricting the right of the landlord to six months' rent, had been inserted in the text at p. 296, instead of being relegated to a note, but in other respects we have nothing but praise for the clear and concise manner in which the new legislation is given. The cases since the last edition are carefully collected, and, including those mentioned in the addenda, come down to a very recent date.

BOOKS RECEIVED.

The Law Relating to Shipmasters and Seamen: Their Appointment, Duties, Powers, Rights, and Liabilities. By JOSEPH KAY, Esq., M.A., Q.C. Second Edition. By the Hon. JOHN WILLIAM

MANSFIELD, M.A., and GEORGE WILLIAM DUNCAN, Esq., B.A., Barristers-at-Law. Stevens & Haynes.

The Students' Conveyancing: Being specially intended for the use of Candidates at the Final and Honours Examinations of the Law Society. Fourth Edition. By ALBERT GIBSON and ARTHUR WELDON. The "Law Notes" Publishing Offices.

Mayne's Treatise on Damages. Fifth Edition. By JOHN D. MAYNE, Barrister-at-Law, and LUMLEY SMITH, Q.C., Judge of the Westminster County Court. Stevens & Haynes.

Election Cases in 1892 and 1893: Being a Collection of the Points of Law and Practice arising out of the Parliamentary Election Petitions in those years, together with Reports of the Judgments. By S. H. DAY, Barrister-at-Law. Stevens & Sons (Limited).

CORRESPONDENCE.

COVENANT TO REPAIR ON NOTICE.

[To the Editor of the Solicitors' Journal.]

Sir,—Is there any advantage at the present day in retaining in forms of leases the covenant by the lessee to repair within three months after notice?

I am not very clear as to what use this clause ever was (following as it does the covenant to repair generally), and now, having regard to the statutory notice which must be given by the lessor before enforcing the right of re-entry, it seems to me that any suggestion of a different kind of notice to be given under the lease is misleading, and therefore undesirable.

The power to enter and view the condition of the premises must, of course, be retained, but the power to give or leave a notice in writing (surely *this* could be done, if necessary, without any express power?), and the covenant by the lessee to repair within three months after notice, should, I suggest, be omitted.

I should be glad to know the opinions of yourself and your readers upon this point.

I cannot help suspecting that, apart from the question of the statutory notice, the covenant referred to is in the nature of a survival—that it was originally intended as a qualification of the general covenant to repair, or else as preliminary to a power on the part of the landlord to enter and do the repairs at the expense of the lessee in case of default. Neither of these purposes is effected by the covenant as now in use.

W. H. W.

April 4.

[See observations in leader.—ED. S. J.]

CASES OF THE WEEK.

Court of Appeal.

DAVIS v. CORPORATION OF LEICESTER—No. 2, 4th April.

BUILDING SCHEME—RESTRICTIVE COVENANT—CORPORATE LAND—MUNICIPAL CORPORATIONS ACT, 1882, ss. 108, 109.

This was an appeal from the decision of North, J. (reported *ante*, p. 288). In March, 1888, the Corporation of Leicester, in pursuance of a building scheme, offered for sale by public auction, subject to printed particulars and conditions of sale, large portions of land situate in the borough, and amongst them a piece of land divided into lots and numbered 18 to 32. None of these lots were then sold. The conditions of sale provided (*inter alia*) that the lots were offered for sale subject to the approval of the Treasury, and that the purchaser of each lot was to erect a dwelling-house thereon, as therein specified, and was not to erect any other building. In June, 1888, parts of lots 31 and 32 were contracted to be sold to the plaintiff subject to the above conditions of sale, and in November were duly conveyed to the plaintiff, the parties being the corporation, the Lords of the Treasury, and the plaintiff. The deed recited that the corporation had some time since contracted with the plaintiff for the sale, and contained covenants by the plaintiff corresponding with the above conditions of sale, but no such covenants by the corporation. The corporation had previously presented a memorial to the Treasury under the Municipal Corporations Act, 1882, ss. 108, 109, which provide that a municipal corporation cannot, unless authorized by Act of Parliament, sell, mortgage, or alienate any corporate land without the approval of the Treasury, but may, with such approval, dispose of any corporate land by way of absolute sale, or by way of mortgage, charge, demise, lease, or otherwise in such manner and on such terms and conditions as the Treasury approve, and had obtained their consent to the sale, but no mention was made in the memorial of the building scheme of 1888. In 1893 the corporation sold to the trustees of St. Stephen's Presbyterian Church lots 18 and 19. The contract of sale provided that, in addition to a dwelling-house, as required by the above conditions of sale, a church or chapel with a hall might be erected on the land. Under a similar memorial to the Local Government Board (substituted by the

Local Government Act of 1888, s. 72, for the Lords of the Treasury) the corporation obtained their consent to the sale to the trustees, who were proceeding to erect a church on the said lots. The plaintiff thereupon gave notice of motion for an interlocutory injunction restraining the defendants, the Corporation of Leicester, and the trustees from erecting, or permitting to be erected, on the said lots a church or building other than a dwelling-house. On the 27th of February North, J., refused to grant an injunction, and the plaintiff appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the objection taken that the consent of the Treasury had not been obtained to the conditions of sale put forward under the building scheme could not be got over by the plaintiff. The conveyance was made in the usual form, and although the corporation had not entered into any covenants to observe the restrictive conditions, yet if they had possessed the power of an individual owner they would have been bound by the building scheme, but the difficulty was that they were not "*en jure*." Prior to the Municipal Corporations Act, 1835, a corporation could sell their property as they pleased, but by that Act, and ever since, corporation property had become trust property in their hands. The Municipal Corporations Act of 1882, s. 108, deprived a corporation of its power to sell, mortgage, or alienate its land without the consent of the Treasury, and section 109 enabled them to do these things with that consent. It was true that consent had been obtained to the sale of these lots, but it had not been obtained to the building scheme which gave rights over the lands of the corporation. North, J.'s view was sound and well founded.

LOPES and KAY, L.JJ., concurred.—COUNSEL, S. Hall, Q.C., and Dunham; Steinfen Bady, Q.C., and F. Thompson; Everitt, Q.C., and McSwiney. SOLICITORS, Morse & Simpson, for Parsons, Wykes, & Davis, Leicester; Field, Rouse, & Co.; Surr, Gribble, & Co., for R. & G. Toller & Sons, Leicester.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

JOHNSON & CO. AND OTHERS v. WAINWRIGHT BROTHERS & CO.—9th February.

SHIP—BILL OF LADING—LOSS BY PERILS OF THE SEA—NEGLECT—ONUS OF PROOF.

This was an appeal by the defendants, the owners of the steamship *Glendaroch*, from the judgment of the President of the Probate, Divorce, and Admiralty Division. The action was brought to recover damages for the loss of certain cement shipped on board the steamship *Glendaroch*. At the time the cement was shipped a bill of lading containing the usual exceptions of loss or damage by perils of the sea had been drawn up, but had not been signed. The *Glendaroch* went ashore in Cardigan Bay, and the cement was lost by perils of the sea. At the trial of the action the first question was as to what were the terms of the contract under which the goods were carried, and the President found in favour of the defendants' contention, that there was a special contract agreed upon, the terms of which were those contained in an ordinary bill of lading, excepting the perils of the sea but not containing a negligence clause. The loss of the goods was admitted, and the President held that the burden of proof lay on the defendants of shewing not only that the loss of the goods was owing to the perils of the sea, but also absence of negligence on their part. The defendants contended that the *onus* of proving negligence lay on the plaintiffs, and declined to call witnesses. The President gave judgment for the plaintiffs, and the defendants appealed.

THE COURT (LORD ESHER, M.R., LOPES and DAVEY, L.JJ.) allowed the appeal and ordered a new trial.

LORD ESHER, M.R., said that it had been found that the goods had been shipped on the terms of an ordinary bill of lading, that was to say, the defendants were bound to deliver the goods at the end of the voyage unless the loss came within the exceptions in the bill of lading. It was alleged that the goods were lost by reason of the perils of the sea; but then it was said that even if that were so the perils of the sea were the result of the defendants' negligence. If that were made out there would be no defence and the plaintiffs would be entitled to succeed. That result could only be arrived at if there was an irresistible inference that such a term was to be read into the contract. In what part of the contract ought it to be written in? Clearly it could only be written in as an exception to the exception of perils by sea, which would therefore run "except that loss by perils of sea was the result of the shipowners' negligence." That being so, each party was bound by the ordinary practice of the courts to prove that part of the matter which lay upon him. The plaintiffs must prove the shipment and the non-delivery of the goods, the defendants' answer would be that the case came within a loss by perils of the sea within the ordinary meaning of the exception, and the plaintiffs might then allege, as an answer to the defendants' plea, negligence of the defendants' servants. It was therefore for the plaintiffs to prove the exception upon the exception. Was that the view of the old lawyers who had to deal with bills of lading? Formerly the pleadings followed the burden of proof, so that each pleading shewed what each party had to prove. The declaration set up the bill of lading and non-delivery of the goods, and strictly speaking the declaration could not have alleged negligence of the defendants because at that time negligence was an immaterial allegation. The declaration shewed what the plaintiff had to prove, and as soon as it was proved the plaintiff's case was *prima facie* made out. The defendants' answer would admit the contract but would allege that non-delivery was due to the perils of the sea. In so pleading the defendants followed the

terms of the exception in the bill of lading. But the answer never went on to allege that the perils of the sea were not caused by the defendants' negligence, although if the contention was correct that that was a necessary part of the proof of the defendants' plea, then all the old pleadings were wrong, because if the plea of no negligence had been omitted the pleading would have been demurrable. There was no case in which there has been such a demurrer, but there were a long series of authorities for a replication which admitted the defendants' plea of perils of the sea and alleged negligence on the part of the defendant. That shewed what burden of proof was upon each of the parties at the trial. There were many cases which shewed that that was the proper cause of pleading and the proper construction of a bill of lading, and none to the contrary. The cases of *Grill v. General Iron Screw Colliery Co.* (1 C. P. 600, 3 C. P. 476), *Czech v. General Steam Navigation Co.* (3 C. P. 14), *Craig v. Delargy* (16 So. L. R. 750), and *Dobbie v. Williams* (21 So. L. R. 667) were distinctly in point and supported his lordship's view, and he adopted the statement of the law in section 78 of *Carver on Carriage by Sea*. It was said that in *The Xantho* (12 App. Cas. 503) Lord Herschell had expressed a contrary opinion. His lordship, however, was of opinion that when Lord Herschell's judgment was examined it became clear that he had declined to give any opinion on this point, and if the case came before him the Master of the Rolls thought that Lord Herschell would shew that he had not held any such opinion. The appeal, therefore, would be allowed and there would have to be a new trial.

LOPES and DAVEY, L.J.J., concurred.—COUNSEL, Joseph Walton, Q.C., and W. F. Taylor; Sir Walter Phillimore and J. A. Hamilton. SOLICITORS, Waltons, Johnson, Bubb, & Whetton; Norris, Allens, & Chapman, for J. M. Quiggin & Brothers, Liverpool.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

High Court—Queen's Bench Division.

NASSAU STEAM PRESS v. TYLER AND OTHERS—20th February.

COMPANY—LIABILITY OF OFFICER ON BILL OF EXCHANGE—NAME OF COMPANY—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 41, 42.

Appeal from Collins, J., at chambers, reversing an order of the master, and giving judgment for the plaintiff under order 14. The case raised a question as to the personal liability of directors of a company for accepting a bill of exchange upon which the exact name of the company was not mentioned. The action was brought against Messrs. Tyler & Kish as directors, and against Mr. Tyler as secretary, of the Bastille Syndicate (Limited), seeking to make them personally liable upon a bill of exchange which was accepted by them. It appeared that the company was registered under the above title, but the directors, finding that the name did not prove sufficiently attractive to the public, added the words "Old Paris," and the company was thereafter described on documents and generally as the "Old Paris and Bastille Co. (Limited)." The bill in question was accepted by the defendants, Tyler & Kish, "as directors of," and by the defendant Tyler "as secretary of," and then followed the words affixed by the company's stamp, "Old Paris and Bastille Co. (Limited)." The plaintiff sued the defendants on their personal liability, and, judgment being given against them at chambers as above, they appealed to the court. By the Companies Act, 1862 (25 & 26 VICT. c. 89), s. 41, it is provided, in effect, that every limited company under this Act shall print or affix its name on the outside of every office, &c., "and shall have its name engraved in legible characters on its seal, and shall have its name mentioned in legible characters in all notices, advertisements, and other official publications of such company, and in all bills of exchange, promissory notes, indorsements, cheques, and orders for money, or goods purporting to be signed by, or on behalf of, such company," &c. And by section 42 it is provided, *inter alia*, that if any director, manager, or officer of such company signs or authorizes to be signed on behalf of such company any bill of exchange, promissory note, indorsement, cheque, &c., wherein its name is not mentioned in manner aforesaid, he shall be liable to a penalty of £50, and shall further be personally liable to the holder of any such bill of exchange, &c., for the amount thereof, unless the same is duly paid by the company. It was contended by counsel for the defendants that the mere fact that anything was prefixed or suffixed to the name of the company did not constitute an infringement of the above section. The two cases of *Penrose v. Martin* (28 L. J. Q. B. 28) and *Atkins v. Wardler* (58 L. J. Q. B. 377) were clearly distinguishable, because in both of them there was the serious omission of the word "limited," a fact which might deceive persons dealing with the companies under the circumstances of those cases. But there was in this case no suggestion that there had been any deception whatever. It was argued by counsel for the plaintiff that the case was within the principle of *Atkins v. Wardler*. If some directors of a company signed a bill in such a way as not to render the other directors or the company liable they themselves were clearly fixed with the liability. If these additions were permissible it would be possible to add any number of words which might lead to serious deception upon the public.

THE COURT (MATHEW and CAVE, JJ.) dismissed the appeal. The words of the section were clear and distinct, and the name used by the defendants was not the name of the company. The section must be construed strictly, or great ambiguity might result. There were two well-known firms of London bankers—Messrs. Brown, Shipley, & Co. and Messrs. Brown, Janson, & Co., and if the addition of words other than those comprised in the actual name of the company was permitted upon such documents as were dealt with in the section, an acceptance might take the form of "Brown, Janson, Shipley, & Co.," which would afford an example of the

uncertainty which might ensue. The defendants in the present case had contravened the section and were personally liable upon the bill.—COUNSEL, F. R. Y. Radcliffe; A. J. Ashton. SOLICITORS, Dungenfield & Dwyer; Spread & Bullivant.

[Reported by J. P. MELLOR, Barrister-at-Law.]

N. M. ROTHSCHILD & SONS v. THE COMMISSIONERS OF INLAND REVENUE—1st March.

REVENUE—STAMP DUTY—COUPON FOR INTEREST ON FOREIGN LOAN—PROPER STAMP DUTY ON—STAMP ACT, 1870 (33 & 34 VICT. c. 97), s. 48, SCHEDULE.

Case stated by the Commissioners of Inland Revenue under section 13 of the Stamp Act, 1891, the question being whether a certain coupon payable in London should be stamped with a penny stamp as a bill of exchange payable to bearer. A coupon or warrant for interest payable on the 1st of January, 1892, in respect of a bond of the Royal Hungarian Consolidated State Debt bearing interest at four per cent. per annum, was presented on behalf of Messrs. N. M. Rothschild & Sons, as agents in London for the Hungarian Government, to the Commissioners of Inland Revenue, under the provisions of the 18th section of the Stamp Act, 1870, for the opinion of the Commissioners as to the stamp duty—if any—with which the coupon was chargeable. The following is a copy of the coupon as printed in English:—"Four per Cent. Royal Hungarian Consolidated State Debt. Pay" (that is payable) "on the 1st of January, 1892, at either of the places marked on the back," London being one of these places. The coupon is issued for payment of interest upon one of a series of Royal Hungarian Bonds forming the four per cent. loan of 1881, these bonds, as printed in English, being Royal Hungarian Bonds, bearing interest at four per cent., payable in gold issued in conformity with the Law XXXII. of the year 1881, bond for 100 florins—£10 sterling—&c. The royal Hungarian Minister of Finance declares that this bond forms part of the Hungarian Consolidated State Debt, which is exempt from every tax. This bond bears interest at the rate of four per cent. per annum, payable half-yearly in gold. The holder may, on surrender of the coupon, receive the interest . . . in London in pounds sterling. This bond is provided with a talon and interest coupons for ten years, at the expiration of which the bearer of the talon will receive on delivery of the same a fresh coupon sheet with another talon. The principal and interest of these bonds are exempt from all Hungarian stamp duties and income taxes." The "Coupon Order" provided that "the Hungarian State Debt Office will deliver to the bearer of this talon on or after the 1st of July, 1891, new coupons and another talon." The bond, which from its tenor is a perpetual obligation on the part of the Hungarian Government to the holder, is stamped with the *ad valorem* duty applicable to a mortgage, being "the principal or primary security for the payment or repayment of money," and unstamped coupons payable each half-year down to and including July, 1891, were attached to the talon and issued with the bond. These coupons were detached and payment made upon them at one or other of the places indicated for payment as each half-year's interest fell due. In July, 1891, Messrs. N. M. Rothschild & Sons were furnished by the Hungarian Government with new talons with coupons for the ensuing ten years' service of interest payable on the bonds. The Revenue authorities had intimated to Messrs. Rothschild, at the time of the issue of such new coupons, that the new coupons should be stamped with a stamp for one penny as a bill of exchange payable on demand, and Messrs. Rothschild & Sons, as the agents of the Hungarian Government, had under protest stamped the coupons with a penny stamp. The commissioners expressed their opinion that the coupon was a bill of exchange payable on demand, and properly stamped with the duty of one penny. Messrs. N. M. Rothschild & Sons were dissatisfied with the determination of the commissioners, on the grounds (1) that the coupon in question is not a bill of exchange within the meaning of the Stamp Act, 1870; (2) that, if it is, it falls within the exemption (9) under the head "Bill of Exchange," as being a "coupon or warrant for interest attached to and issued with any security"; (3) that at least it comes within the exemption in section 16 of the Revenue Act, 1889, as a "coupon attached to and issued with any agreement or memorandum for the renewal or extension of time for payment of a security," and is not liable to stamp duty. The question now was whether the said coupon is liable to the duty of one penny applicable to a bill of exchange payable on demand, or, if not, whether it is liable to any duty, or exempt from duty. By the schedule to the Stamp Act, 1870, a bill of exchange payable on demand is to be stamped with a penny stamp, and by section 43 of the Act a bill of exchange is defined as including "draft, order, cheque, and letter of credit, and any document or writing (except a bank-note) entitling, or purporting to entitle, any person, whether named therein or not, to payment by any other person of, or to draw upon any other person for, any sum of money therein mentioned."

MATHEW, J. (after stating the facts and reading the coupon, proceeded): In construing this document we must bear in mind its commercial character. A coupon is a security of the highest value, and when issued by such a Government as this it is regarded in the commercial world as good as gold. It passes from hand to hand before and after it becomes payable, and is regarded as cash. In other words, the Hungarian Government informs those who lend money to it, that there will be, at the time when the interest becomes payable, money in the hands of their bankers or their agents at these different places to pay the amount of the interest. That being the character of the document, in what way does it differ in its commercial meaning from a bill of exchange or a cheque? It is an intimation to the holder that the money will be forthcoming for the payment of the coupon through the agents of the borrowers. Bearing this in mind, we have to turn to

the Stamp Act of 1870, s. 48. That section appears to me to describe a coupon. Bearing in mind what the document is, and how it is used, anybody holding a coupon would consider himself entitled to present it as a draft for payment by Messrs. Rothschild of the amount of money stated in it. Our attention was called to the terms of the schedule. In section 48 a bank-note is exempted from stamp duty, but in the schedule an addition has been made to that exemption, because among the exemptions from stamp duties is a "coupon or warrant of interest attached to and issued with any security." Adding that to the exemptions in section 48, it is clear that this coupon is treated by the Legislature as a bill of exchange, and would fall under the other provisions of the Act if it were not for the exemption. If the matter stood there it is quite clear that a coupon must be subject to this tax; but there is a later Act, which was relied upon by Sir Henry James, and we have to consider the section very carefully. That section is section 16 of the Revenue Act, 1889, and the section runs: "The exemption from stamp duty under the head 'Bill of Exchange' in the schedule to the Stamp Act, 1870, of 'coupon or warrant for interest attached to and issued with any security' shall extend to a coupon or warrant for interest attached to and issued with any agreement or memorandum for the renewal or extension of time for payment of a security." It was said that the document in question came under the protection of that clause. We are compelled to adhere to the letter of the clause, and nobody who reads the section can doubt that the section was exactly measured by the decision of the Scotch court in the case referred to, because in that case there was a memorandum, and an agreement too, for renewal and extension of the time of payment of a security. Such a case clearly was within the section. But is this case? I regret to have to come to the conclusion that the section does not embrace this case, and for the reason that the obligation is admitted to be perpetual in its character, and therefore there can be no memorandum for the renewal or extension of time for payment of a security. That being so, the language does not apply to this particular case, and we are compelled to say that it stands as it would have stood under the Act of 1870, and that the document is liable to be taxed. For these reasons I consider that the appeal must be dismissed.

Cave, J., concurred. Appeal dismissed.—COUNSEL, Sir Henry James, Q.C., and Pollard; Sir Charles Russell, A.G., and Danckwerts. SOLICITORS, Dawes & Sons; The Solicitor of Inland Revenue.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

Re HALLETT & CO., Ex parte COCKS, BIDDULPH, & CO.—Q. B. Div., 20th March.

PROOF IN BANKRUPTCY—SECURED CREDITOR—PROMISSORY NOTE—GUARANTEE.

This was an appeal by Cocks, Biddulph, & Co. against the decision of the trustee rejecting their proof for £12,000 upon the ground that they held sufficient security to cover their claim. In May, 1893, Messrs. Hallett & Co. took a promissory note for £16,000 from the Agence Dalziel, guaranteed by the National Insurance and Guarantee Corporation (Limited). Hallett & Co. indorsed the note in blank and handed it over to Cocks, Biddulph, & Co., together with the guarantee, to secure advances. Upon the bankruptcy of Hallett & Co. Cocks, Biddulph, & Co. proved for £12,000 advances made, but the trustee rejected the proof, on the ground that the guarantee they held was sufficient security. Counsel for Cocks, Biddulph, & Co. contended that the guarantee was not a security, because it only enured for the benefit of the holder of the promissory note in connection with which it was given, and that, Hallett & Co. having indorsed the note and handed it over with the guarantee to Cocks, Biddulph, & Co., the guarantee was not their property, and the trustee in the bankruptcy could not sue on it because Hallett & Co. were no longer the holders of the note. They cited *Ex parte Schofield* (27 W. R. 925, 12 Ch. D. 337). Counsel for the trustee contended that the guarantee was part of the bankrupts' property because, until the debt from the Agence Dalziel was paid they had rights on it which made it a *chose in action*, and that they had not parted with their property in it by handing it over with the note as security for advances to themselves from Cocks, Biddulph, & Co. They cited *Ex parte Brunskill* (2 Montagu & Allen, 220), *Re Hore* (19 W. R. 1101, L. R. 6 Ch. App. 838), *Ex parte Brook* (10 Ch. D. 108), *Re Turner* (30 W. R. 239, 19 Ch. D. 105).

VAUGHAN WILLIAMS, J., dismissed the appeal. His lordship said that it was plain that the guarantee was part of the property of the bankrupts deposited with Cocks, Biddulph, & Co. as security for advances. There was no more doubt that the guarantee was the property of the bankrupts than that the promissory note was. They had a right to sue on the promissory note, and, if that were unsatisfied, on the guarantee. It had been urged that the guarantee was different because the Agence Dalziel had paid the premium for it, and not the bankrupts. But this was not so, because, as soon as the Agence Dalziel parted with the guarantee to the bankrupts it became their property, and was part of their security for their loans to the Agence Dalziel.—COUNSEL, Forcett, Q.C., and Vernon Smith; Herbert Reed, Q.C., and Whately. SOLICITORS, Walker, Martineau, & Co.; Rooper & Whately.

[Reported by P. M. FRANKS, Barrister-at-Law.]

Lord Justice Davey has consented to preside at the festival dinner on behalf of King's College Hospital, to be held on Wednesday, May 2, in the hall of Lincoln's Inn.

LAW SOCIETIES.

THE HEREFORDSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting was held on the 26th of February, 1894, when there were present:—Mr. W. J. Humfrys (president), Mr. T. Llanwarne (vice-president), Messrs. W. M. Akerman, H. C. Beddoe, C. B. Beddoe, W. Boycott, A. J. Corner, R. T. Griffiths, J. H. Jacob, F. R. James, J. G. James, C. E. Lilley, H. V. Smith, J. F. Symonds, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted. The accounts for the year ending the 31st of December, 1893, an abstract of which had been printed and circulated with the report, was approved.

Solicitor Mortgagee's Costs.—Resolved, that this society fully approves of the proposed legislation to be promoted by the Incorporated Law Society, on the initiative of the Association of Provincial Law Societies, with a view to legalizing charges by a solicitor mortgagee.

Commissions on Insurances.—Resolved, also, that it is very desirable that it should be made clear by legislation or otherwise that solicitors holding agencies for insurance offices are entitled to the ordinary commission on insurances effected for their clients.

Election of Extraordinary Members of the Council.—The motion proposed by Mr. Howlett at the recent meeting of the Association of Provincial Law Societies, providing an alteration in the mode of electing extraordinary members of the council, was approved.

Resolved, on the motion of Mr. J. F. Symonds, seconded by Mr. C. E. Lilley, that Mr. T. Llanwarne be elected president.

Also, on the motion of Mr. H. C. Beddoe, seconded by Mr. J. Lambe, that a cordial vote of thanks be accorded to Mr. Humfrys for his services as president during the last two years.

Also, on the motion of Mr. J. G. James, seconded by Mr. A. J. Corner, that Mr. C. D. Andrews be elected vice-president.

Mr. J. R. Symonds was re-elected as hon. secretary and treasurer.

The following were elected as the committee:—Messrs. H. C. Beddoe, Jas. Davies, J. Gwynne James, Wallis, F. S. Collins, C. E. Lilley, Temple, Humfrys, E. H. Cheese, and J. Lambe.

Mr. R. D. Cripps, Presteigne, was duly elected a member of the society.

The following are extracts from the report of the committee:—

Members.—The number of members is now forty-nine.

The Incorporated Law Society, U.K.—Mr. Humfrys, as president of this society, was re-elected an extraordinary member of the council for the present year. Several members of this society were present at the annual provincial meeting in Manchester, and greatly appreciated the hospitality and welcome accorded them by the Manchester Society. The papers read were of unusual interest and value, one of them being contributed by Mr. Humfrys.

Land Transfer.—The profession has, during the last year, been called upon to resist a renewed attempt by the Government to carry a measure for the compulsory registration of title to landed estates. The Bill was introduced into the House of Lords, and although somewhat less objectionable in its provisions than the one which Lord Halsbury attempted some years ago, inasmuch as it did not compel registration until a sale of the property took place, embodied nevertheless the fatal vice of compulsion. Lord Herschell very courteously received a deputation of the Incorporated and Country Law Societies, on which deputation this society was represented, shortly after the Bill had been read a second time in the House of Lords, and which pressed on him the very serious objections to compulsion on the ground that the existing system had proved a complete failure, and that dealings with registered land were found to be both costly and difficult, and also on the ground of the simplicity and ease with which realty is dealt with, whether by sale or mortgage, in the present day, and more especially on the occasion of temporary loans by bankers and others. The Lord Chancellor promised to consider any representations made to him in writing and to bring them before the members of the House of Lords, but he absolutely refused to refer the Bill to a Select Committee with power to hear evidence. The pamphlet with which members are no doubt familiar, entitled "Observations on the Land Transfer Bill, 1893, as introduced into the House of Lords" was submitted to the Lord Chancellor and also very generally circulated, but after some delay the Bill was proceeded with and supported by Lord Salisbury and other noble lords, passed and sent to Commons. It is well known that the measure is promoted chiefly by the permanent officials of the Land Registry as the only method by which business can be brought to that office, but in the Commons it had the support of the front benches on both sides, and it was only owing to the most strenuous efforts both of the Council of the Incorporated Law Society and of the country societies that sufficient opposition was organized in the House of Commons to ensure its withdrawal. Whether the measure will be introduced or not in the coming session is of course doubtful, but probably the Government will not readily abandon a source of income so attractive as that which the passage of this Bill might provide, and members are urged to make themselves acquainted with the literature on the subject and to spare no effort at the proper time to bring the facts not only under the notice of members of Parliament but of their clients who can influence public opinion. The papers read at Manchester on the subject, and more especially the exhaustive one by Mr. Howlett, of Brighton, should be brought under the notice of landed proprietors as well as of bankers and persons in the habit of making advances on land. All that is asked for is that the measure may be submitted to a select committee with

power to hear evidence, but such a reference is recognized by the promoters of the Bill as likely to be fatal to it, for it is well known that the evidence that could be adduced before such a Committee would ensure an opposition that would prevent the passage of the Bill into law.

Rules Publication Act.—The Committee congratulate members that the Rules Publication Act has at last become law. It embodies a reform which has been long desired by the profession, as it enacts that forty days' notice of a proposal to make any statutory rules shall be given by advertisement in the London Gazette, that copies of the draft rules may be obtained by any public body—a term which it is submitted would include the Incorporated Law Society and probably country societies—and that representations and suggestions by a public body interested shall be taken into consideration by the rule-making authority before finally settling the rules. The profession are much indebted to Sir Albert Rolit for this very valuable measure.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the results of the Easter Pass Examination of the Council of Legal Education, held at the Inner Temple Hall, on the 13th, 14th, 15th, and 16th of March last:—

PASS CERTIFICATES.

MIDDLE TEMPLE.—Mohamed Wahiduddin Ahmad, Frederick W. Bartlett, Barzore Jamshedji Dalal, George G. Desmond, Charles E. De Vos, Philip B. Durnford, John F. Ewen, Charles V. Hartley, Alfred D. Hutchinson, Henry Johnston, Walter F. Lawrence, Isaac Marshall, Syed Humayon Mirza, Kotaro Mochiguki, Charles L. H. Pilot, Eugene Renaud, Percy W. Salter, and George R. Stansfeld.

INNER TEMPLE.—Frederick G. Barker, William G. Burbidge, George L. Calderon, Evelyn G. M. Carmichael, Arthur T. B. Carter, Thomas R. F. Coales, Harry Collison, William J. Corbett, Geoffrey Cornwall, Alfred Daniell, Horatio G. Davies, William S. Duxbury, Frederic Harrison Gough, Alwyn E. Holt, Oswald C. Johnson, Harold L. Lewis, Bannatyne Macleod, Sir William Lennox Napier, Bart., Walter Peacock, Claud D. Pennant, Henry W. Plumptre, Charles E. M. Rhenius, Reuben W. Roberts, William P. Rylands, Arthur D. Scanlen, Emmanuel S. Schilizzi, Archibald F. F. Smith, Sahibzada Sultan-Ahmad, William W. Tarn, Basil A. H. Woodd, Herbert G. Woolf, Robert G. Wrightson, and Charles P. R. Young.

GRAY'S-INN.—Nanak Chand, Horace W. Household, and Arthur J. Phelan.

LINCOLN'S-INN.—William B. Cotton, Francis J. K. Cross, Douglas Eyre, Wilfrid S. Jackson, George T. Martin, Christopher C. Ord, Raleigh B. Phillpotts, and Godfrey A. H. Rendall.
Examined, 109; passed, 62.

PASS IN ROMAN LAW.

MIDDLE TEMPLE.—Ah-Doc, Leonard Charles Edmund Currie, Iyotis Ranjan Das, Ramon De Madariaga, Bhimbhai Dajibhai Desai, Jivaual Varajrai Desai, Subenawo Ito, Mohamed Ishag Khan, Alfred Maconochie, Frank O. O'Neill, John H. Pritchard-Rayner, Herbert S. Saunders, Howard V. Smith, Willie J. T. Turton, and Leopold D. Woodin.

INNER TEMPLE.—Arthur C. Arnold, William P. Blencowe, Henry C. Burra, Horace A. B. Chapman, David H. Crompton, George F. G. Dill, Dhanjeeha Dorabjee, Paris F. Drake-Brockman, Edwin F. B. Fell, Murlie Monohar Singh Gour, Alfred I. Harrison, Mohammad Qumrul Huda, George R. Lane-Fox, William J. Macnamara, Robert G. M. Mitchell, Thomas P. P. Powell, Claud E. Shebbeare, Basil M. Smith, William H. W. Theobald, David A. F. Vesey, Francis E. Vincent, William C. Waller, and Henry G. Weiss.

GRAY'S-INN.—Charles S. Asee, James Hodgson, Jehanghir Pestonji, and Sant Ram.

LINCOLN'S-INN.—Edward S. J. D'Alessio, Kaikhosroo Adurjee Ghaswalla, Arthur H. C. Hamilton, Edward J. Heckscher, Thomas H. Jackson, Francis H. Meade, Frederick G. Parsons, David D. Robertson, Umapada Roy, Dhan Raj Shah, Isaac S. Sparrow, and Chhaganlal Haridas Vora.
Examined, 73; passed, 54.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—April 3—Chairman, Mr. Percy Marshall.—The subject for debate was, "That the parliamentary franchise should be extended to women." Mr. Clarence Harcourt opened in the affirmative. Mr. A. W. Watson opened in the negative. Mr. Armstrong also spoke. The debate was adjourned. The subject for debate at the next meeting of the society on Tuesday, April 16, is, "That this society approves of the Supreme Court of Judicature Bill, 1891."

Peers nowadays, says the *St. James's Gazette*, are not above adding to their incomes by any employment not absolutely menial; but Lord Teynham, we believe, is the first of his order to seek the smiles of fortune in a solicitor's office. His lordship, who succeeded to the peerage in 1892, and is now in his twenty-seventh year, has just served his articles, passed the requisite examinations, and been duly put upon the rolls. He will, it is said, start in practice in the City, where a prosperous career doubtless awaits him.

LEGAL NEWS.

OBITUARY.

We regret to announce the death of Mr. J. H. CLIFTON, of the firm of Messrs. Clifton, Carter, & Co., solicitors, of Bristol. The event occurred on Thursday last week at the police court at Swindon, while Mr. Clifton was defending a case. He was admitted in 1855, and soon acquired a reputation as an advocate. He had much tact and ingenuity, and having great command of language, he became a most effective pleader at petty sessions and in the county court. He exemplified, says a local paper, the utmost pertinacity if he believed his arguments were sound, and hence was regarded with confidence by litigants. It was in the magistrates' court that his especial powers as an advocate were strikingly apparent; and he often received heavy fees to appear before justices in towns at a considerable distance from Bristol. His power of grasping details of an elaborate character was duly appreciated; and where persons had been charged with serious crimes he was, not merely in Bristol, but throughout South Wales and the West of England, generally entrusted with the preparation of the defence. Mr. Clifton was a county councillor for Somerset, and was also one of the representatives of the Council on the Standing Joint Committee, and made a point of regularly attending the meetings, where his advice, especially on police matters, was of value. He paid much attention to breeding horses, chiefly for exhibition, and so successful did he become that his animals carried off prizes, not merely at local meetings, but also at the great shows at Islington and elsewhere.

The *Times* announces the death of Mr. GEORGE TICKNOR CURTIS at the age of eighty-two. He was not only one of the leading members of the American bar, but an author who a legal and historical work has covered a period of more than half a century, his first publication having made its appearance in 1839. He was admitted to the bar in 1836, and practised in Boston until 1862, when he removed his office to New York. Mr. Curtis was the author of a number of works on American jurisprudence, including a "Digest of English and American Admiralty Decisions," "The Law of Copyright," "Equity Precedents," and "A History of the Origin, Formation, and Adoption of the Constitution of the United States."

The death is also announced on the 2nd of April, at Southsea, of Mr. RICHARD FOOTNER, town clerk of Andover, aged fifty-seven years.

APPOINTMENTS.

MR. ALBERT PERCY AIZLEWOOD, solicitor, Rotherham, has been appointed a Commissioner for Oaths. Mr. Aizlewood was admitted in November, 1887.

MR. JAMES ALLEN, solicitor, Landport, has been appointed a Commissioner for Oaths. Mr. Allen was admitted in December, 1887.

MR. FREDERICK WM. BRISCOE, solicitor, 22, Surrey-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Briscoe was admitted in Michaelmas, 1874.

MR. ALFRED JAMES BLAKE, solicitor, Southsea, has been appointed a Commissioner for Oaths. Mr. Blake was admitted in December, 1887.

MR. HENRY BOSTOCK, Hyde, Cheshire, has been appointed a Commissioner for Oaths. Mr. Bostock was admitted in November, 1887.

MR. CHARLES JAS. BILLSON, M.A., solicitor, Leicester, has been appointed a Commissioner for Oaths. Mr. Billson was admitted in December, 1884.

MR. HENRY ERNEST BARNES, solicitor, 215, Piccadilly, has been appointed a Commissioner for Oaths. Mr. Barnes was admitted in July, 1877, after passing the Final Examination with honours.

MR. EDWARD LOWTHER BAKER, solicitor, Rochester, has been appointed a Commissioner for Oaths. Mr. Baker was admitted in April, 1880. He is clerk to the county justices of Rochester Division, clerk to the Divisional Sub-Committee for Contagious Diseases (Animals), and clerk to the commissioners of sewers Gravesend to Penhurst.

MR. SYDNEY BRAIN, solicitor, Reading, has been appointed a Commissioner for Oaths. Mr. Brain was admitted in July, 1882.

MR. MAIRWOOD LEONARD BOYD BRAUND, solicitor, 3, Farnival's-inn, has been appointed a Commissioner for Oaths. Mr. Braund was admitted in August, 1885.

MR. THOMAS HENRY BATTEN, solicitor, 2, Adelaide-place, London Bridge, has been appointed a Commissioner for Oaths. Mr. Batten was admitted in Michaelmas, 1873.

MR. FREDERICK CHATFIELD BIRCH, solicitor, 46, Fenchurch-street, E.C., has been appointed a Commissioner for Oaths. Mr. Birch was admitted in December, 1886.

MR. HAROLD GILMORE CAMPION, solicitor, 23, Old Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Campion was admitted in July, 1887.

MR. HENRY LLOYD CARTER, solicitor, Carnarvon, has been appointed a Commissioner for Oaths. Mr. Carter was admitted in July, 1884.

MR. WALTER AINSWORTH COOKE, solicitor, Blackburn, has been appointed a Commissioner for Oaths. Mr. Cooke was admitted in December, 1887.

MR. JAMES CLARKE, solicitor, 33, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Clarke was admitted in August, 1887.

Mr. THOS. WM. COPELAND, solicitor, 46, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Copeland was admitted in Easter, 1875.

Mr. THOS. HATTON COWBURN, solicitor, Wigan, has been appointed a Commissioner for Oaths. Mr. Cowburn was admitted in July, 1887.

Mr. WM. AUGUSTUS CHARLES, solicitor, East Retford, has been appointed a Commissioner for Oaths. Mr. Charles was admitted in January, 1885.

Mr. CECIL SOMERS CLARKE, solicitor, Brighton, has been appointed a Commissioner for Oaths. Mr. Clarke was admitted in October, 1884. He is clerk to the guardians.

Mr. GEORGE EDWARD CARTMEL, solicitor, Kendal, has been appointed a Commissioner for Oaths. Mr. Cartmel was admitted in March, 1888. He is county treasurer.

Mr. ADAM DOUGLAS, solicitor, Alnwick, has been appointed a Commissioner for Oaths. Mr. Douglas was admitted in May, 1879.

Mr. ALBERT FRANCIS DREW, LL.M. Camb., solicitor, 14, Great Winchester-street, E.C., has been appointed a Commissioner for Oaths. Mr. Drew was admitted in July, 1886.

GENERAL.

The *Pull Mail Gazette* says that Shakespeare makes a Lord Chief Justice administer justice in the streets, but it has been reserved for Mr. Justice Wright to do it at a railway station. Last Wednesday week he got through his work as vacation judge by twenty minutes to twelve. Counsel, arriving five minutes later, and wanting leave in an urgent matter, pursued the learned judge to Waterloo. After waiting some hours his lordship was observed to enter a train just as it was about to move. Counsel breathlessly explained his errand, and got what he wanted as the train was in motion.

The following is the rota arranged by the judges of the Queen's Bench Division for transacting business during the ensuing Easter Sittings—viz.: Three courts will be formed to sit *in banc*, the first of which will consist of Justices Charles and Collins, the second of Justices Williams and Wright, and the third of Justices Lawrance and Kennedy. Six courts will sit for the trial of jury and non-jury Middlesex actions, the judges being Lord Coleridge, Mr. Baron Pollock, and Justices Mathew, Cave, Wills, and Grantham. Mr. Justice Hawkins and Mr. Justice Bruce will sit at the Guildhall to try London actions, and Mr. Justice Day is the judge selected to attend at Queen's Bench Judges' Chambers.

The question of the fee of two and a half guineas payable by newly-appointed Justices to the Clerk of the Peace for Essex came up for consideration at the Essex Court of Quarter Sessions on Wednesday, the following resolution being passed on the motion of Mr. Andrew Johnston, the chairman:—"That the fee of £2 12s. 6d., which was payable to the Clerk of the Peace on the qualification of a Justice of the Peace at the date of the passing of the Act 11 and 12 Vict. c. 43, and which has ever since been paid, be continued, and that the Clerk of the Peace be authorized to demand payment accordingly." Subsequently sixteen new justices took the oaths of qualification and paid the fee, but some of them did so under protest.

The following are the arrangements made for hearing Probate and Divorce causes during the ensuing Easter Sittings—viz.: Probate and defended matrimonial causes for hearing before the court itself will be taken from Tuesday, April 3, to Saturday, April 21, inclusive. These causes will be put into one list and taken in the order in which they are set down. Common jury causes will be proceeded with from Tuesday, April 24, to Saturday, May 5, inclusive, and will be put in one list. Undefended matrimonial causes will be taken after motions each Monday during the sittings, and on May 8, 9, 10, and 11. Summonses before the judge will be heard at eleven o'clock, and motions will be heard in court at twelve on Monday, April 9, and on every succeeding Monday during the sittings.

At the Hertfordshire Quarter Sessions, on the 2nd inst., Baron Dimsdale being in the chair, Mr. W. J. Grubbe, on behalf of the bar, called attention to the very inconvenient practice of holding quarter sessions at both Hertford and St. Albans. At Hertford there were for trial only two prisoners, who both pleaded guilty, and no civil work, whilst possibly a similar state of affairs would be found at St. Albans the following day when the quarter sessions were held there, in which case the business at both places might easily have been disposed of in one day. He ventured to say that if the quarter sessions for the whole county were held alternately at Hertford and St. Albans it would effect a great saving of time and trouble to jurors, witnesses, and others, and diminish by one-half the number of jurors to be summoned and cause considerably less expense to the county. He therefore hoped the justices for the county might entertain the same view, and possibly be able to bring about a much-needed reform. The chairman regretted that nothing could be done in the matter except by Act of Parliament, to which he feared there would be much opposition. The matter then dropped.

The annual general meeting of the bar will be held in Lincoln's-inn Hall on Saturday next at two o'clock. The Attorney-General will take the chair, and will be supported by most of the leading members of the bar. The following resolutions are to be proposed:—"That it is expedient and necessary that the representative organization of the bar should be improved." "That the Bar Committee be requested to co-operate with the Formation Committee of the projected Bar Association with the view to the constitution of such improved organization." "That this meeting stand adjourned until the 2nd day of June next to enable the

two committees to recommend a scheme for adoption by the bar." "That in the opinion of this meeting a proper salary should be paid to the secretary of the Bar Committee, and a convenient office, with all necessary requirements, be provided for his use." "That the respective Inns of Court should be, and they are hereby, requested to contribute to the expenses of the Bar Committee." "That no representative organization of the bar will be satisfactory unless it provides for representation (in a defined proportion of the governing body) of those members of the bar who are of less than twelve years' standing."

In the Probate Division on Tuesday morning, the President, Sir Francis Jenne, who was accompanied on the bench by Mr. Justice Barnes, upon taking his seat, referred to the death of Lord Hannen. Most of the leaders of the Probate, Divorce, and Admiralty bar were present at the opening of the court, with the object of sharing in this testimony of respect to a former President of the division. The President said: "I feel that I cannot commence this sitting without saying a few words in memory and in honour of the great judge who has just passed away. For nearly nineteen years Lord Hannen was associated as a judge with the legal business which is now entrusted to the Divorce Division. During that period Lord Hannen gave many judgments which have become landmarks in the law, and which were couched in the accurate and dignified language of which he was so complete a master. His fame is more securely based on his careful, independent, and decorous administration of justice day by day. Nor were his public services confined to these acts. When Parliament instituted a tribunal unprecedented in character, investing it with much of the powers of the common law, devolving on it something of its own prerogative, and asking from it a judgment upon the conduct of many members of the House of Commons, it was the choice of the country, no less than that of Parliament, that Sir James Hannen should preside. Almost at the close of his career, the highest authorities of the State appealed to him in the matter of the Behring Sea dispute, and did not appeal in vain to his indefatigable industry. They applied to his mature wisdom and to his charm of manner to aid in the solution of a serious question of international law, to exemplify the principle of international arbitration, and to protect the amity of the two great races of the English-speaking world. He received and he desired to receive no public acknowledgment except the expressed gratitude of the nation. Mr. Justice Barnes said that he was thoroughly in accord with all that had been said as to the character and merits of the great judge who had passed from among them. Mr. Inderwick, Q.C., on the part of the bar, all the members of which remained standing, said he desired to say, on the part of his learned friends who were with him and himself, that they thoroughly concurred in all the observations made by Sir Francis Jenne. It was while in Paris maintaining, and successfully maintaining, the rights of this country that Lord Hannen was attacked by a serious illness. He continued under great physical suffering to the end of the business; but he never recovered from that illness, and he (Mr. Inderwick) was satisfied that it must have been a great consolation to Lord Hannen in his last days to think that after a long and meritorious hard working life he had at the end of it succeeded in establishing the rights of Great Britain and her dependencies, and, in addition, he had maintained fully the honour and integrity and power of the English legal profession.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	APPEAL COURT		Mr. Justice	Mr. Justice
	No. 2.		CHITTY.	NORTH.
Monday, April	2	Mr. Clowes	Mr. Carrington	Mr. Farmer
Tuesday	3	Jackson	Lavie	Rolt
Wednesday	4	Clowes	Carrington	Farmer
Thursday	5	Jackson	Lavie	Rolt
Friday	6	Clowes	Carrington	Farmer
Saturday	7	Jackson	Lavie	Rolt
		Mr. Justice	Mr. Justice	Mr. Justice
		STIRLING.	KERNWICH.	ROMER.
Monday, April	2	Mr. Pemberton	Mr. Beal	Mr. Leach
Tuesday	3	Ward	Pugh	Godfrey
Wednesday	4	Pemberton	Beal	Leach
Thursday	5	Ward	Pugh	Godfrey
Friday	6	Pemberton	Beal	Leach
Saturday	7	Ward	Pugh	Godfrey

EASTER SITTINGS, 1894.

COURT OF APPEAL.		TUESDAY SITTINGS, 1894.	
APPEAL COURT, I.		Tuesday	Q B final apps
Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty), and the Queen's Bench Division sitting in Bankruptcy.		Wed.	11
Tues., April 8 (App motions ex pte—ordl mota—apps from ordls made on interlocutory mota and new trial paper if required)		Thursday	12
Wed. 4 New trial paper		Friday	13
Thursday		Saturday	14
Friday		Monday	15
Saturday		Tuesday	16
Monday		Wednesday	17
Tuesday		Thursday	18
Wednesday		Friday	19
Thursday		Saturday	20
Friday		Monday	21
Saturday		Tuesday	22
Monday		Wednesday	23
Tuesday		Thursday	24
Wednesday		Friday	25
Thursday		Saturday	26
Friday		Monday	27
Saturday		Tuesday	28
Monday		Wednesday	29
Tuesday		Thursday	30
Wednesday		Friday	31
Thursday		Saturday	1
Friday		Monday	2
Saturday		Tuesday	3
Monday		Wednesday	4
Tuesday		Thursday	5
Wednesday		Friday	6
Thursday		Saturday	7
Friday		Monday	8
Saturday		Tuesday	9
Monday		Wednesday	10
Tuesday		Thursday	11
Wednesday		Friday	12
Thursday		Saturday	13
Friday		Monday	14
Saturday		Tuesday	15
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Thursday		Saturday	19
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Saturday		Tuesday	21
Monday		Wednesday	22
Tuesday		Thursday	23
Wednesday		Friday	24
Thursday		Saturday	25
Friday		Monday	26
Saturday		Tuesday	27
Monday		Wednesday	28
Tuesday		Thursday	29
Wednesday		Friday	30
Thursday		Saturday	31
Friday		Monday	1
Saturday		Tuesday	2
Monday		Wednesday	3
Tuesday		Thursday	4
Wednesday		Friday	5
Thursday		Saturday	6
Friday		Monday	7
Saturday		Tuesday	8
Monday		Wednesday	9
Tuesday		Thursday	10
Wednesday		Friday	11
Thursday		Saturday	12
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Wednesday		Friday	29
Thursday		Saturday	30
Friday		Monday	31
Saturday		Tuesday	1
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Saturday		Tuesday	25
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Wednesday		Friday	28
Thursday		Saturday	29
Friday		Monday	30
Saturday		Tuesday	31

stated under 12, 13 Vict c 45, s 11 (c a v March 19—present Master of Rolls and Lords Justices Lopes and Davey)
Hood-Barrs v Cathcart app of debt in person from Justices Mathew and Collins, dated Feb 13, affirming dismissal of appln for review of taxation (c a v March 20—present Lords Justices Lopes and Davey—reference back to Master to report to court—jdg't reserved until report received)
In re W. Holloway, one, &c (expte Pallister) app of W Holloway from order of Justices Mathew and Cave, dated Feb 24, refusing to set aside order for delivery up of papers (c a v March 20—present Lords Justices Lopes & Davey—jdg't reserved on point of jurisdiction, in meantime execution stayed)

FROM THE CHANCERY DIVISION.

(Final List.)

1894.

Smith v Hancock app of plt from judgt of Mr Justice Kekewich, dated Nov 23, dismissing action for injunction and damages for alleged breach of covenant (part heard March 19—present Lords Justices Lindley, Kay, and A L Smith)
The North Australian Territory Co, ld v. Goldsbrough, Mort, & Co ld and ors app of plts from judgt of Mr Justice Romer, dated June 29, 1893, dismissing actn against Goldsbrough, Mort, & Co and C B Fisher, and directing judgt for debt, C B Fisher, on counterclaim Jan 15 (judgt not perfected)
Hassell v Watts app of plt from judgt of Mr Justice North, dated Jan 18, declaring that settlement of moiety of railway stock in favour of debts is binding on plt, and refusing to set same aside Feb 12
In re G Head, dec Head v Head appl of Alfred Tester from judgt of Mr Justice Chitty, dated Jan 30, dismissing appellant's claim against testator's estate as a partnership creditor Feb 14
Benno Jaffé and Darmstaeder Lanolin Fabrik v John Richardson & Co (Leicester) ld appl of debts from judgt of Mr Justice Romer, dated Dec 16, restraining debts from infringing Glaser's patent by manufacturing, &c., fatty matter called "Anaspaline," with account and damages Feb 15
Owen v Roberts appl of debts from judgt of Mr Justice Kekewich, dated July 20, on fur con declaring debts liable as trustees, and directing delivery up of deeds to plts Feb 17
In re R H Lamb, dec Clough v Lamb appl of debts, F Hadden and ors (representatives of children of debts, Florence Hadden and Sarah Clough dec), from judgt of Mr Justice Kekewich, dated Dec 19, declaring (on construction of settlement) shares of children in trust fund Feb 17
In re the Printing Telegraph & Construction Co of the Agence Havas ld (expte C Cammell) app of the Co from judgt of Mr Justice Stirling, dated Jan 16, allowing appln of C Cammell for removal of name from register of shareholders Feb 20
Page v Norfolk app of plt from judgt of Mr Justice Romer, dated Jan 11, dismissing action for specific performance without costs Feb 21
In re W J Goode, dec Goodwyn v Goode app of dfts, Minton Goode & ors, from part of judgt of Mr Justice North, dated Jan 11, declaring that assignment of goodwill did not include business premises Feb 24
Lemon v Webb app of debts from judgt of Mr Justice Kekewich, dated Feb 8, restraining cutting ornamental timber overhanging dfts' property without notice Feb 27
Divorce Drummond v Drummond (Fox cited) appl of E F Fox from decree absolute, dated Nov 27, for divorce with damages March 1
The English and American Machinery Co ld v The Union Boot and Shoe Machinery Co ld app of dfts from judgt of Mr Justice Romer, dated Feb 16, restraining dft Co from infringing Keats' patent, with directions for destruction of instruments and damages March 8 (judgment not perfected)
In re Contract for Sale of Real Estate, dated March 18, 1892, between H T Tubbs and the Mayor, &c., of London, and V and P Act, 1874 app of H T Tubbs from judgt of Mr Justice Chitty, dated February 13, declaring that Mayor, &c., of London are entitled to interest at 5 per cent on £88,290 from June to December, 1892 March 9
Clement-Smith v Lumley appl of plt from judgt of Mr Justice North, dated March 3, refusing to vary chief clerk's certificate and dismissing summons March 12
In re the Hercynia Copper Co ld and Co's Acts (Richardson's case) appl of Arthur Richardson from judgt of Mr Justice Wright (sitting as an additional judge), dated Jan 24, refusing to exclude name from list of contributories March 13
Parker v Brailsford appl of debt from judgt of Mr Justice Stirling, dated Feb 17, discharging chief clerk's certificate and referring back to chambers March 16
In re H S Holford, dec, Holford v Holford appl of debt, M A Dundas, from judgt of Mr Justice Chitty, dated Feb 15, declaring income of presumptive shares of infant children applicable for their benefit March 17
In re the Securities Insurance Co ld and Co's Acts and Arrangement Act, 1870 In re the Securities Insurance Co ld and Co's Acts appl of Pearson & Son (on behalf of selves and parties interested under policy of insurance) from order of Mr Justice Wright (sitting as an additional judge), dated Feb 7, sanctioning scheme of arrangement submitted by liquidators March 17
Cradock & another v the Scottish Provident Institution & ors appl of debts, the Scottish Provident Institution, from judgt of Mr Justice Romer, dated Aug 12, declaring priority of plts, claiming under marriage contract, over subsequent mortgagees March 19

FROM THE COUNTY PALATINE COURTS OF LANCASTER AND DURHAM.

N.B.—There are no Palatine Appeals for hearing in the present sittings.

(Chancery Final Appeals Standing Over.)

1893.

In re Francis Jordan, dec Serjeantson v Stokes app of debts from judgt of Mr Justice Kekewich, dated June 27, confirming report of official referee after trial of action Sept 22 (s o till another appl set down)
In re Tarryall Creek Gold Co ld and Co's Acts appl of the Co from judgt of Mr Justice Vaughan Williams, dated Nov 8, directing Co to be wound up Nov 10 (s o for security)
Hind (widow) v Montagu appl of debt from judgt of Mr Justice Kekewich, dated Nov 28, declaring plt entitled in fee simple to strip of land in County of York in claim mentioned Dec 16 (s o generally pending negotiations for settlement)
In re Edward Whitley, dec Maddock v Whitley app of debt Elizabeth Eleanor Whitley from judgt of Mr Justice Kekewich, dated Dec 9, 1892 December 22 (S.O. subject to result of rehearing before Mr. Justice Kekewich, and not to be in paper in the meantime)

1894.

Ives & Barker v Willans appl of pliffs from judgt of Mr Justice Kekewich, dated Dec 1, on point of law arising out of adjd sumns Jan 10 (s o till 14 days after order on pending motion is passed and entered. If app entered two appeals to come on together)
Hollinrake v Truswell appl of debt from judgt of Mr Justice Wright (sitting as an additional judge), dated March 18, 1893, granting perpetual injunction against infringement of patent Feb 1 (s o for security)
In re the Lands Allotment Co, ld, & Co's Acts (Barnard & Dresser's case) appl of J. W. Dresser from judgt of Mr Justice Wright (sitting as an additional judge), dated 14 Dec, declaring applt l'able to make good moneys improperly invested Feb 10 (s o by order until Easter sittings pending negotiations for compromise)
In re J Vaughan, dec Mackintosh v Dodds app of Dfts, W B Peat and another, from judgt of Mr Justice North, dated Nov 29, refusing to vary Chief Clerk's certificate Feb 16 (s o till April 1 pending negotiations for settlement)

FROM THE STANNARIES COURT OF CORNWALL.

(Final List.)

In re the Wheal Uny Mine and Co's Acts, 1862 to 1890, John Penberthy's case app of John Penberthy from judgt of the Vice-Warden, dated 15 July, 1893, directing name of appellant to be included in list of contributories Feb 21

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1894.

Bloxham v the Medical Defence Union ld app of plt from order of Mr Justice Chitty, dated Feb 24, refusing to restrain defendant Co from aiding Dr Collie in his litigation with plt (part heard March 14—present Lords Justices Lindley, Kay, and A L Smith)
Carr v Baswitz app of Official Receiver from order of Mr Justice North, dated March 16, dismissing appln for liberty to take possession notwithstanding appointment of receiver (advanced by order) March 17
Davis v the Mayor, &c, of Leicester and ors app of plts from order of Mr Justice North, dated Feb 27, refusing to restrain erection of church, &c, on corporation land or other than private dwelling houses March 8
The Automatic Fire Check Co v Jasper app of plts from order of Mr Justice Kekewich, dated Feb 26, directing security for costs of debts, Jasper and Kent, and stay of action until security given March 10 (order not perfected)
The Ecclesiastical Commrs for England v Wodehouse app of debt, J Salkeld, from order of Mr Justice Kekewich, dated March 2, restraining debt until trial from working a gypsum mine within glebe of Gotham Rectory March 10 (security ordered March 14)
In re Messrs Lumley, solrs, expte Cathcart app of Mary Cathcart from order of Mr Justice North, dated March 2, affirming chamber order for issue of Writ of Sequestration against separate estate not restrained from anticipation March 14 (order not perfected)
In re M P Leite, dec Leite v Ferreira Salusse v Ferreira app of Alfredo P Leite from refusal of Mr Justice North, dated Feb 23, to rectify order of July 7, 1886, by striking out certain words specified in notice of app March 14
Clelland v Fraser app of debts from order of Mr Justice Kekewich, dated March 9, directing (on appln of plt) accounts of partnership referred to in judgt dated Nov 18, 1893 March 15

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1893.

Thompson v The Cowles Syndicate Co, ld app of plt from judgt of Baron Pollock, dated Nov 14, at trial without a jury in Middlesex Nov 21
Hoff v Bailey & anor (trading, &c) app of plt from judgt, dated Nov 13, for dft, after verdict for plt at trial before Mr Justice Cave with a special jury in Middlesex Nov 28

1894.

Harrowing v Katz & Co app of plt from judgt of Mr Justice Kennedy, dated Nov 27 at trial without a jury in Middlesex Jan 19
Anderson v Dean app of plt from judgt of the Judge of the Court of Passage (T H Baylis, Esq), dated Jan 12, at trial without a jury at Liverpool Jan 24

Chappell v Mason app of defts from judgt of Mr Justice Day, dated Dec 16, at trial without a jury in Middlesex Jan 31

Ream & ors v The Conservators of the Ouse Outfall app of plts from judgt of Mr Justice Wright, dated Dec 16, at trial without a jury in Middlesex Jan 31

Nind v The Nineteenth Century Building Soc. (Q. B. Crown Side) appl of dfts from judgt of Justices Day and Lawrance, dated Jan 13, affirming judgt in county court for pliff Jan 31

Bauke v Pilkington & ors appl of deft Pilkington from judgt of Mr Justice Charles, dated Jan 25, at trial without a jury in Middlesex Feb 1

The Western National Bank of the City of New York v Koppel & ors (£34,412 8s 1d) appl of defts, Koppel & Schloss, from judgt of Mr Justice Wright, dated Jan 20, at trial without a jury in Middlesex The Western National Bank of the City of New York v Koppel & ors (£8,285 1s) appl of defts, Koppel & Schloss, from similar judgt as in previous act Feb 3

Kennard v Ashman app of deft from judgt of Mr Justice Wills, dated Jan 22, at trial without a jury in Middlesex Feb 5

Helby (trading, &c) v Matthews and ors (Q B Crown Side) app of defts from judgt of The Lord Chief Justice and Mr Justice Day, dated Jan 24, affirming judgt for pliff in county court Feb 5

Ecclesiastical Commrs for England v Parr & ors app of pliff from judgt of Mr Justice Wright, dated Jan 29, at trial without a jury in Middlesex Feb 6

Moxham v Campbell app of deft from judgt of Justices Mathew and Collins, dated Feb 1, adopting official referee's report, and giving judgt for pliff Moxham v Campbell app of deft from order of Justices Mathew & Collins, dated Feb 1, refusing to vary official referee's report Feb 6

Lebon & Co v Staats Insee Co ld appl of Defts from judgt of Mr Justice Charles, dated Feb 2, at trial without a jury in Middlesex February 13

The Edison-Bell Phonograph Corpn ld v Smith and anr appl of defts from judgt of Mr Justice Wright, dated Feb 3, at trial without a jury in Middlesex February 14

Glass (trading, &c) v Steane & ors appl of defts, A L Steane & A L Osborne, from judgt of Mr Justice Wright, dated Jan 30, at trial without a jury in Middlesex February 15

The Bexley Heath Ry Co v North (Q B Crown side) appl of reept, J T North, from judgt of Justices Mathew and Collins, dated Feb 3, on special case stated, reducing amount of award by Magistrate for compensation under Lands Clauses Consolidation Act February 15

Owen v De Winton appl of defts from judgt of Mr Justice Kennedy, dated Feb 10, at trial without a jury at Cardiff February 20

Neuwirth v Over Darwen Industrial Co-operative Soc ld (Q B Crown Side) app of pliff from judgt of Justices Mathew and Collins, dated Feb 14, reversing judgt for pliff in Blackburn County Court Feb 21

McKenny v The Mayor, &c, of Barnsley app of pliff from judgt of Baron Pollock, dated Feb 7, on fur con in London after trial without a jury at Leeds Feb 28

Budden & Wife v Wilkinson app of pliff from judgt of Mr Justice Lawrance, dated Feb 13, at trial without a jury in Middlesex Feb 28

Clements (by next friend) v The London & North Western Ry Co (Q B Crown Side) app of pliff in forma pauperis, from judgt of Justices Mathew and Collins, dated Feb 2, affirming judgt of non-suit in county court Feb 28

Agius v Green, Holland & Co app of pliff from judgt of Mr Justice Kennedy, dated Feb 8, at trial without a jury at Glamorgan March 1

Mills v Downing (Q B Crown side) app of pliff from judgt of Justices Mathew and Collins, dated Feb 15, reversing judgt in county court for pliff March 1

Quick & ors v Wrightson & ors app of defts, E Wrightson & anr, from judgt of Mr Justice Wright, dated Jan 29, at trial without a jury in Middlesex March 2

Cipri v Davies & ors app of pliff from judgt of Mr Justice Grantham, dated Jan 31, on question of costs at trial, with a special jury in Middlesex (security ordered) March 3

The Republic of Chili & ors v The London and River Plate Bank app of pliffs from judgt of Mr Justice Kennedy, dated Feb 20, at trial without a jury in Middlesex March 5

Farrer, Groves, & Co v E. T. Agius app of pliffs from judgt of Mr Justice Kennedy, dated , at trial with a jury at Cardiff (new trial not asked for) March 6

Taff Vale Ry Co v Barry Ry Co appl of deft from judgt of Mr Justice Kennedy, dated Feb 14, at trial without a jury at Cardiff March 7

Seijas v Vilanova & anr appl of pliff from judgt of Mr Justice Cave, dated Feb 21, at trial without a jury in Middlesex (security ordered) March 8

Marchant, Singer, & Co v Macculloch appl of deft from judgt of Mr Justice Bruce, dated March 7, at trial without a jury in Middlesex March 8

Darlaston Local Board v London & North-Western Ry Co appl of defts from judgt of Mr Justice Wills, Sir F Peel and Viscount Cobham, dated Feb 10 March 8

Warren v Murray & ors app of pliff in person from judgt of Mr Justice Wills, dated March 9, at trial without a jury in Middlesex March 16

Grainger & Son v Gough, surveyor of taxes (Q B Revenue Side) app of Grainger & Son from judgt of Justices Mathew & Cave, dated Feb 28, refusing objection to income tax on case stated by Revenue Commissioners March 20

Att Gen v Worrall, by English information, (Q B Revenue Side) app of deft from decree of Justices Mathew & Cave, dated March 2, with costs March 20

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

With Nautical Assessors.

1894.

Ship Horton (damage) J Robertson & ors v Owners of ship Horton and freight app of defts from judgt of the President, dated Dec 21; 1893 January 31

(New Trial Paper.)

1894.

Hebditch v Mac Ilwaine appn of deft for judgt or new trial on app from verdict and judgt, dated Jan 22, at trial before Mr Justice Vaughan Williams and a common jury at Taunton Feb 10

Hill v Blackall appn of deft for judgt or new trial on app from verdict and judgt, dated Feb 14, at trial before Mr Justice Lawrance and a common jury in Middlesex Feb 17

Sheridan v Hartmont appn of deft from judgt or new trial on app from verdict and judgt, dated Feb 15, at trial before Mr Justice Charles and a special jury in Middlesex Feb 22

Faulkner v Turnpenny appn of deft for judgt or new trial on app from verdict and judgt, dated Feb 13, at trial before Mr Justice Lawrance and a common jury in Middlesex Feb 23

Flower v The London and North-Western Ry Co appn of defts for judgt or new trial on app from verdict and judgt, dated Feb 3, at trial before Mr Justice Kennedy and a special jury at Cardiff Feb 27

Gordon & ors v Pyman, Watson, & Co appn of plts for judgt or new trial on app from verdict and judgt, dated , at trial before Mr Justice Kennedy with a jury at Cardiff March 6

The Washington Coal Co v Depeaux (1893—W—4076) The Washington Coal Co v Depeaux (1894—W—114—consolidated by order) appn of deft for judgt or new trial on app from verdict and judgt, dated Feb 24, at trial before Mr Justice Lawrance with a special jury at Newcastle-on-Tyne March 10

Guen v The Abertillery Land and Investment Co ld appn of defts for judgt or new trial on app from verdict and judgt, dated Feb 14, at trial before Mr Justice Bruce and a common jury at Cardiff March 13

Coulson v Desborough appn of pliff for judgt or new trial on app from verdict and judgt, dated Feb 26, at trial before Mr Justice Bruce and a common jury in Middlesex March 20

Martin and Wife v The Trustees of the British Museum and anr appn of pliffs for judgt or new trial on app from verdict and judgt, dated March 3, at trial before Baron Pollock and a special jury in Middlesex March 21

Lloyd v Backhouse appn of pliff for judgt or new trial on app from verdict and judgt, dated March 1, at trial before the Lord Chief Justice and a common jury at Shrewsbury March 22

FROM THE QUEEN'S BENCH DIVISION.

Appeals.

(In Bankruptcy.)

1893.

In re F P C Hope expte F P C Hope app of F P C Hope from Mr. Registrar Giffard, granting receiving order, dated September 29, on petition of J B Tatam

1894.

In re Catherine Mary Champagne consolidated In re Henry A Wetherall expte Charles Seaton app of Charles Seaton from order of Mr Registrar Giffard dated Feb 20, refusing to re-hear vesting order dated Feb 1

In re Catherine Mary Champagne consolidated In re Henry A Wetherall expte Charles Seaton app of Charles Seaton from vesting order made by Mr Registrar Giffard dated Feb 1

In re Jno T Chappell expte the Board of Trade app of the Board of Trade from order of Mr Registrar Giffard dated Feb 14, granting an unconditional order of discharge

In re Sydney Cronmire expte Sydney Cronmire app of Sydney Cronmire from order of Mr Registrar Giffard dated March 8, on public examination directing account

(Interlocutory List.)

1894.

Allen v Kingston app of deft from order of Justices Mathew and Collins, dated Feb 10, refusing to dissolve interim injunction granted by Mr Justice Grantham Allen v Kingston app of deft from order of Justices Mathew and Collins, dated Feb 10, giving leave on pliff's summons to issue writ of attachment against appellant Feb 23

Swyny v Harland app of pliff from order of Justices Mathew and Collins, dated Jan 24, setting aside judgt for pliff on report of Official Referee, and directing same for deft Jan 31

In re an Arbitration between J Bellamy & Co, managers of Steamship "Powderham," belonging to Powderham Steamship Co, ld, and R P Houston & Co, of Liverpool, and Arbitration Act, 1889 app of R P Houston & Co from order of Justices Mathew and Collins, dated Feb 2, setting aside award and asking to be remitted for re-consideration Feb 16

Houlder Bros and ors v The Queensland Meat Export and Agency Co ld appl of defts from order of Justices Mathew and Cave, dated March 8, dismissing appn to set aside writ and service out of jurisdiction March 15

Kent v Ward and anr Appl of deft, R J Ward, from Justices Mathew and Cave, dated March 6, dismissing second objection to taxation March 16

Hood-Barrs v Cathcart appl of deft in person from order of Justices Mathew and Collins, dated March 6, affirming order directing deft to file further answers to interrogatories March 20

The Steamship Insurance Syndicate *ld v Depledge* appl of debt from order of Justices Cave and Wright, dated March 17, reversing order giving unconditional leave to defend March 21.

De Bernales *v Bennett* appl of debt from order of Justices Cave and Wright, dated March 4, affirming refusal to set aside order for substituted service and stay further proceedings March 22.

N.B.—The above lists contain Final and Interlocutory Appeals set down to Thursday, March 22, inclusive.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1894.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Easter sittings paper, with the following exceptions—viz.:

Mr. Justice Chitty will proceed continuously during Easter Sittings with his lordship's non-witness list. N.B.—If the state of the non-witness list should permit, the witness list will be taken and due notice given. When the witness list is being taken, further considerations will not be taken on Tuesdays.

Mr. Justice North.—In consequence of Mr. Justice North sitting for the disposal of his lordship's own witness list from Tuesday, April 10, until Saturday, April 21 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Chitty—that is to say, motions on Thursday, April 12, and Thursday, April 19; unopposed petitions on Saturday, April 14, and Saturday, April 21.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his lordship's own witness list from Tuesday, April 24, until Saturday, May 5 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice Kekewich—that is to say, motions on Thursday, April 26, and Thursday, May 3; unopposed petitions on Saturday, April 28, and Saturday, May 5. N.B.—If the state of business admits, his lordship may take the witness list on days in addition to those above appointed, of which due notice will be given in the Daily Cause List.

Mr Justice Kekewich.—Subject to any special announcement arising out of the arrangement for the disposal of witness actions, the order of business before Mr Justice Kekewich will be as stated on the sittings paper. Actions for trial with witnesses will be taken on Tuesday, Wednesday, and Thursday, as soon as the state of other business before his lordship permits. Due notice will be given in the Daily Cause List.

Liverpool and Manchester Business.—Mr. Justice Kekewich will take Liverpool and Manchester business as follows:—

1. Motions on days appointed for motions.
2. Short causes, petitions, and adjourned summonses on Saturdays.
3. Summonses in chambers will be taken on Friday afternoons, Liverpool and Manchester summonses being taken on alternate Fridays, commencing with Manchester summonses on Friday, April 6.

Mr Justice Romer will take witness actions every day in the order as they stand in his lordship's cause book.

Mr Justice Wright (sitting as an additional judge of the Chancery Division) will dispose of any remaining transferred Chancery actions at present standing over generally on application to his lordship in court to fix a day for trial.

Summonses before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows:—Mr Justice Chitty, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday; Mr Justice Stirling, with non-witness actions; Mr Justice North on Fridays and Saturdays; Mr Justice Kekewich on Fridays and Saturdays, and also on other days as the judges may direct.

SPECIAL NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS

During the Easter Sittings the judges will sit for the disposal of their own witness lists as follows:—

Mr Justice North will begin on Tuesday, April 10, and sit continuously (Monday, April 16, excepted), until Saturday, April 21.

Mr Justice Stirling will begin on Tuesday, April 24, and sit continuously (Monday, the 30th April, excepted) until Saturday, the 5th May.

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list) and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:—

Those assigned to Mr Justice North will be heard by Mr Justice Chitty. Those assigned to Mr. Justice Stirling will be heard by Mr. Justice Kekewich.

Chancery Causes for Trial or Hearing.

(Set down to Thursday, March 22, inclusive.)

Before Mr. Justice Chitty.
Causes for trial (with witnesses).
Sugden, Keighley & Co *ld v Dixon* act (so until pleadings closed)
Chepstow Union Rural Sanitary Authority *v Lysaght* act
In re Robertson Tyre Syndicate *ld & Cos* Acts motion (set down in Witness list by order)

The Imperial Ottoman Bank *v The Trustees and Executors, &c, Corporation*, *ld act*
Rooney *v Rathbone* act
Watkin *v The Illustrated London News* *ld act*
Mellish *v Fraser & Chalmers* *ld act*
Banks *v Bank*: 1892 B 5678 act part heard Banks *v Banks*

1893 B 1329 act (Set down by order)

Leigh *v Graham* act (S O till depositions filed)

Lydall *v Perkins* act

Shepherd *v Blank* act

Radmall *v Roberts* act (Set down without pleadings)

Palk *v Heskeith* act

Walton *v Harrington* act (Set down without pleadings)

Douglass *v Douglas* act (transferred from Q B Div)

Jennings *v Wortley* act

Southern Dist Co *v Harman* Webber *v Southern Dist Co* consolidated acts

Chester Brewery Co *ld v Moseley* act

Williams *v Morgan* act

Kennard *v Kennard* act

Ratcliff *v Ratcliff* act

Robinson *v Jackson* act

Bayley *v Birch* act

Duer *v Oxenden* act

Cock *v Herbert* act

Mutual Life Assurance Society *v Jegon* act

Davis *v Jewell* act (set down by order pleadings to be delivered)

Kensington *v McNamara & Co* *ld act*

Ritchie & Thomson (claim and counterclaim) act

Solomon *v Herring* act (transfd from Q B Division)

Reynolds *v Sax* act

Harvie *v Mee* act

Sorce's Brewery Co *ld v Perress* act (set down by order pleadings to be delivered)

In re Partridge, dec Partridge *v Pedler* act

Grant *v Brown* act (set down by debt)

Thacker *v Cropper* act (set down by order)

Collis *v Laugher* act

Bury *v Watson* act

Causes for Trial (without witnesses).

In re A Watson, dec Brex *v Brex* m f j (revised)

Cunnack *v Edwards* act

In re Hett, Naylor & Co *ld* and the Chartered Bank of India, Australia and China (set off) ex pte Official Liquidator adj summons

In re Jno Astle's Trusts Popham *v Wright* (execution of Trusts) adj summons

In re T B Sutcliffe, dec Hanson *v Wilson* expte Trustees adj summons

In re The Duke of Marlborough's pension expte The Duke of Marlborough (succession duty) adj summons

In re Duke of Marlborough's pension ex pte Duke of Marlborough (transfer of bank stock to Parliamentary trustees) adj summe (Advanced by order)

In re Edward Thompson's Estate Griffith *v Thompson* expte Griffith & anr adj summons

Walker *v Lambeth Waterworks Co* special case

Turner *v Tinkler* m f j

In re J W Beesty's Trusts of proceeds of sale of mortgaged Hereditaments at Cookham and 10, 11 Vict c 96 adj smns by mortgagees for taxation and payment out

In re A P Cahill, dec Logan *v Cahill* ex pte Executors and Trustees of will adj smns

In re H S Pinhorn, dec Moreton *v Hughes* ex pte Executors and Trustees adj smns

In re F W C Neville's Settlement Trusts Hall *v Neville* ex pte Settlement Trustees adj smns

In re F W Beckingham's Trust

Wells *v Beckingham* ex pte one of Settlement Trustees (Order 55) adj smns

In re Hodson's Settlement Trusts In re Thomas Knight the elder, dec Williams *v Knight* Expte trustees of Knight's will adj smns

In re S Osborne, dec Osborne *v Young* Expte surviving trustee of will adj smns

In re Aitken's Trusts Expte Florence Soames and ors tenants for life adj smns

In re W T Foster's Estate Foster *v Borthwick* expte executrix and legatee adj smns

Burns *v Mador* m f j

Manuel *v Norton* act (S O till adft of docts filed)

In re George Wilson's Estate Sidney *v Storer* (ex pte exors and trustees) adj smns

In re George Wilson's Estate Storer *v Storer* ex pte trustee and guardian of infant debt (sanction conditional agreement) adj smns

In re Robert Gwynne's Charity The Charity Commissioners *v Moulden* and anr (expte Commissioners under Charitable Trusts Recovery Act, 1892) adj smns

In re Bonetto, dec Gates *v Bonetto* (expte sole acting exor under ord 55) adj smns

In re Contract dated July 20, 1893 between Lord Gerard and Thomas Beecham and V and P Act, 1874 Expte Lord Gerard vendor (compensation for mis-description) adj smns

In re J Shore's Settlement Trusts Lomas *v Lomas* (expte H R P Lomas, beneficiary) adj smns

Barry Railway Co *v Taff Vale Railway Co* act (set down by ord pldgs dlvd)

In re F J Edlmann dec Edlmann *v Edlmann* (expte plt) adj smns

In re F A Coe, a solr (Solors' Remuneration Act—negotiation of Sale of Business) adj smns for review of Taxation

In re Jno Ellis's Will and Codl Trust Ellis *v Ellis* (adminn) adj smns

Jose *v Swann* special case

In re Thos Hamer, dec Paice *v Hanham* ex pte Trustees and Exors (construction) adjd smns

Burland *v Kirkpatrick* adjd smns by pltt for payment of costs of action

In re James Mansbridge, dec Bartley *v King* (construction) ex pte Bartley adjd smns

In re Elzth W Healey, dec Healey *v Healey* (ex pte Healey claiming to be an annuitant) adjd smns

Brivin *v Peillon* ex pte plttf's adjd smns for discharge of receiver

Pooler *v Diddcott* motn for judgt

Wigram *v Buckley* ex pte The London Banking Corporation *ld* adjd smns for liberty to collect book debts

In re F Sykes' Estate Sykes *v Sykes* ex pte Horsfall and ors adjd smns (restored after sale)

In re W J Hales, dec Hippisley *v Porter* ex pte Hippisley and anr adjd smns under Order 55

In re E Walker's Estate Walker *v Ashworth* ex pte Jas Walker adjd smns

Smith *v Walker* actn and motn for judgt

In re Edith H Maclean, dec Williams *v Nelson* adjd smns by plttf to vary certificate

In re Thos Swingle's estate Swingle *v Brentnall* expte

Trustees and Exors adjd summons under ord 55
In re question between Hugh Watt and Julia Watt, his wife, and Married Women's Property Act, 1882 ex pte Hugh Watt adjd summons

Vernon v Hankey actn for trial and adjd summons by W. G. Bowyer In re H. A. Bowyer, dec, Bowyer v Hankey

In re Freehold Land in Brackley street, Golden lane, and Artizans Improvement Act, 1875, and Golden Lane Improvement Act, 1877, and Lands Clauses Consolidation Act, 1845, and Chancery Funds Act, 1872 (expte Lewis's Exors) adjd summons for payment out of court

In re Contract, dated August 31, 1893, for sale of estate in Llan-gadwaladr, between Evan Griffith and Jno Humphreys and V and P Act, 1874 adjd summons by purchaser for rescission of contract
Dyson v Dyson act

Further Consideration.

In re Fraser, dec Fraser v Fraser fur con

Before Mr. Justice NORTH.
Causes for Trial (with witnesses).
Tuff v Tuff act Trinity sittings
Frizell v Little act pt hd (s o to come on after enquiry) by order
Halfey v Boyd act
Cwmgylo Cambrian, &c, Bldg Soc v Williams act

In re Trenholm, dec, Weighill v Couleoun act

Goldsmiths' Co v Tubbs act
Barlow & Jones ld v Bond act

Scott-Hall v Abingdon act
Smethurst v Mundahl act

Hewitt v Wright act
Lewin v Sandford act

Floyd v Philpott act (transferred from Q B Division)

Sarson v Birmingham District, &c, Banking Co act

Cracroft v Cracroft act
Page v Smith act

Sartoris v Douglass-Willan act
Hutchison v Hill act

Harrison v Ffolliott Ffolliott v Harrison act

Peveler v Peveler act
Hiscock v Long act

Harpcur v Whitbread act
Baillie v Campbell act

Attorney-Gen v Smith act
Bresay Jowett act

Howlett v Weekes act
Thomas v Swansea Pavilion ld act (without pldgs)

Guyot v Thomson
In re Crawshaw Crawshaw v Firth act

Dawson v Highgate Trams ld act
Lefebvre v White & Pryce act

Stamford, Spalding & Boston Banking Co ld v J Wyles & Co act

Watson v Bickerton act
Anthony & Co v C Dewynter ld act

Robson v Edwardes act
Gifford v Webber act

Iles v Williamson act
Wood v Nield act

Cutler v Dubois act
Oliver v Hosking act

Fewson v Robinson act
Clerkenwell Vestry v Stubbs act

Re Troup, Walter v Brown act
Cole v Barber act

Silver Mines of La Luz ld v Smith act

Causes for trial (without witnesses).

French v Brinton spl case

Horsfall v Birch m f j and motion
Williams v Thomas m f j
Pingney v Buchanan act
Browne v Browne act

Adjourned Summonses.

Macleod v Bonser
Re Piercy Whitwam v Piercy

In re Frapce, one, &c taxation
In re Wise, Lindsey v Wise

In re Harding, Rogers v Harding
In re Bowes, Strathmore v Vane

In re Hunt, Gowing v Philp
Foreign American Trust Co v Sloper

In re Westfahl, Gregory v Bedford
In re Winstone, Hickman v Winstone

In re Hammond, Corrie v Burnett
In re Lofthouse & Farrer and V & P Act, 1874

In re McMurdo Penfield v McMurdo (No 3,228) (£50 security ordered)

In re Same Same v Same (No 3,244)

In re Gough Lloyd v Gough
In re Orange Murray v Scott

In re Shaw Robinson v Shaw
In re Allin Allin v Allin

In re Long, Long v McFarlane
In re Sampson Sampson v Mann

In re Lynn Borthwick v Smith
In re Baker Spalding v Baker (adj claim)

In re Richardson Scholefield v Edgar

In re Gardner Long v Gardner
Hambro v Hambro

In re Goodfellow & Thomas & V & P Act, 1874

In re Wilson & Stephens & V & P Act, 1874

Ward v The London and County Unity Bldg Soc

In re Campbell Campbell v Pickering

In re T D Miller, dec (expte Magennis and Kennedy)

In re T D Miller, dec (expte Magennis and Ortello)

In re Bartlett Ayles v Bartlett
In re Birm Anderson v London City Mission

Hanning v Klemantaski
Skinner & Co v Perry

Re Leon Montague v Leon
Re Rind Heathcote v Todd

Further Considerations.

In re G E Smith Smith v Young fur con

In re Carrett Scargill v Herries fur con

Rose v Sicilian Rys Co ld fur con
Re Palmer Lound v Palmer fur con (short)

Bartlett v West Metropolitan Tramways Co fur con motn & summons April 4

Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).
Mackintosh v Pogose act

Canadian Direct Meat Co v Isaacs act restored

Robinson v Heygate deft bkrupt
King v English and Scottish Mercantile Investments Trusts ld act

Bayley v Transvaal Mortgage Loan &c Co ld act

Robinson v Smith act part heard
Cohen v Watkins act

Winter v Winter act and pet
Peck Winch & Co v National Provincial Bank of England, ld act

Re Llewelyn Crawhall v Llewelyn act

Wright v Scott act and m for j
Wise v Metpn Electric Supply Co ld act April 24 part heard

Palmer v Raphael act, m f j, and adjd summons

Blanchetiere v Darmstadter act
The Edison & Swan United Electric

Light Co ld v H Binks & Co act

Jennings v Hobson act
Re Parker Benyon v de Mont-

morency act and m f j
Ashby v Pollock act

Portsea Island Building Soc v Barclay act

Re Gosling Gosling v Elock act

Keating v Russell act
Rozelaar v Abrahams act

Chard v Shore act
Reynolds v Reynolds act

Re Hirschfeld's Patent, 1893, No 2,699, &c (Petition ordered to go into Witness List)

Osborn v Tombs act
McDonald v Le Francois act

Botolph & Nicholson's Wharves Co ld v Gatti & Stephenson ld act

Basett v Passmore-Edwards act
Wilson v Passmore-Edwards act

L & N W Ry Co v Guardians of Poor of Holywell Union act

Diprose v Campbell act
Warren v Equitable Mortgage Co

adjd summons (witness list)
Pearl v Hewetson, Milner, &c, ld act

Reeks v Reeks act
Moir-Byres v Capital Freehold

Land, &c, Co ld act
Bates v Briggs act

Willmot v Row act
Haddock v Wooldridge act

Glasbrook v Rees act
Leach v Brown act

Martyn v Hawkins act
Donelan v Trappes act

Thorne v Oliver act
Walker v Lodge, Lodge v Walker

act and m f j
Noyes v Patterson act

Re Tubb, Tubb v Lucas act & m f j
Page v Arbutnot act

Wells v Ryde act
Searle v Pilgrim act

Sherwood v Welchman act
Clarke v The Rent and General Col-

lecting, &c, Society ld act
Zeffert v Margrett act

Heal v King act
Monarch Investment and Building

Soc v Baumgarten act
Wild v Hattersley, Howe v Hatters-

ley act
Dent v Bullen act

Chester v Waller act
Waney, Bowen, & Co v Donis-

thorpe act
Weston v Weston act

Causes for Trial Without Witnesses and Adjourned Summonses.

Steinheim v Carmero Ry Co
Dresser v Bill m f j

In re Sloman, Sloman v Sloman adjd summons

Laycock v Marshall adjd summons
Debnay v Eckett adjd summons

In re Broomhead, Wightman, & Moore, &c adjd summons

In re Dalton, Dalton v Hannay adjd summons

In re Vaughan & Hughes' Contract, &c adjd summons

In re Blockley Green v Mighill adjd summons

In re Jones Pape v Jones adjd summons

Christy v Newgass & Co ld m f j
Levy v Stogdon act & m f j

Re Dorsett Foster v Dorsett adjd summons

In re Healey & Tyler's Contract adjd summons

In re Jones Parker v Lethbridge adjd summons

In re S E Thompson's Application, &c adjd summons

In re Morris Morris v Atherdew act for trial

In re Perkins Perkins v Plane (1893—P—2,922) adjd summons

In re Perkins Perkins v Plane (1893—P—2,829) adjd summons

Garlick v Park two adjd summons dated Aug 5, 1890, and Feb 9, 1894

Garlick v Park adjd summons, dated Feb 7, 1894

In re Johnstone Mills v Johnstone adjd summons

In re Kilham Kilham v Kilham adjd summons

Kelson v Samuda Bros ld adjd summons

Alcoy, &c, Co v Greenhill adjd summons

In re The Arbitration Act, 1889 In re a Contract, dated Nov 21, 1889, between the Alcoy, &c, Co v Greenhill adjd summons

In re Buckle, Rowland v Buckle adjd summons

In re Uniacke Pizey v Mackosey adjd summons

In re Deakin Starkey v Eyres adjd summons

In re Williams Twiss v Williams adjd summons

In re Godfrey Printing Machine Co Harrison v Godfrey, &c, Co adjd summons

Saunders v Briton Medical and General Life Assoc ld special case (Set down by consent)

Re T Chandless, dec Re the Elementary Education Act, &c, adjd summons

Re Same Re the Public Health Act adjd summons

Re Same Re London County Council adjd summons

Graynoth v Wright m f j (Birmingham D B)

Mack v Postle adjd summons

Re Dickinson Infants adjd summons

Ogden v Hollies act (short)

Further Considerations.

Cleaver v Cleaver 2nd FC
Murray v Dixon fur con

Re S Fitton Hardy v Fitton 2nd FC on Official Referee's report

Before Mr. Justice KKEWICH.

Causes for trial (with witnesses).
Sequah ld v Bailey act restored

Servian Bacon Curing Co ld (in voluntary liquidation) v Marshall act

Baden Powell v Wilson act
Blackledge v Anderton act (first day of witness act)

Salt Union ld v Corbett act (10 April)

Watson v Baildon Local Board of Health act

Martin v Barter & Co ld adjd summons (ordered to come on as Witness act) April 4

Oliver v Robins act
Goodman v Cory act

Lakeman v Oriental Transvaal Land, &c, Co, ld act

Olsen v Santamarina act
Thom v Taylor act (restored)

Sheppard v Webb act
De Morella v Coram act

Schlienger v Isler & Co act (with out Pleadings)

Tofield v Roberts actn
Hurst v Chappell actn

Hubner v Gonnay actn
Scott v Barnett actn

Oxford ld v Kirk actn (Set down without pleadings)

Lambert v French Feister Co, ld actn

Budd v Grogson actn
Soden v Crane actn

Mellish v Wakefield actn
Drew v Guy actn (Set down by order of Stirling, J.) April 3

Fischer v Curgiven actn
In re Smith Arthur v Smith act

Whetherly v Kirby actn
In re Hurford Brown v Hurford
actn & motn for judgt
White v Healy actn
Asten v Astan actn
Crawshaw v Hood actn
In re Boustead Boustead v Bous-
stead act
Steamship Insurance Syndicate ld
v C Maibucher act and motn for
judgt
Ellis v Parker act
Oldham v Bennett act and motn
for judgt
Pococke v Vicarey act
Olivieri v Coleman act
Rhodes v Moules act
Edison United Phonograph Co v
Young act
Wiffin v Bowen act
Eliot v Mayor, &c, of Bristol act
Borwick v Cholmondeley act (set
down without pleadings) April 4
Meux's Brewery Co ld v City of
London Electric Lighting Co ld
act (set down without pleadings)
Shelfer v The same Co act (set
down without pleadings)
Wesselhoeft v Dellagana & Co ld
motn for judgt (set down by
order) 21 March

Cause for trial (without witnesses).
Beggs v Coney motn for judgt
(short)
National Bank of Wales ld v Poynt-
on & Co ld motn for judgt
(short)
Parks-Smith v Campbell act

Adjourned Summonses.
In re Wood, Tullett v Colville (part
heard)
Carter v Haldeman
Re the Ry Time Table Publishing
Co, ld, & Co's Acts
Re Nash, Prall v Bevan
Re Nutley to Finn and V & P Act,
1874
Re Barnes, Bartlett v Barnes
Re Davidge, Chard v Cleminson
Harrison v W Wilfred Head &
Mark
Re Guest, Guest v Coleman
Re Guest, Coleman v Guest
Groom v Chesewright
Re Coghlan, Broughton v Brough-
ton

Further Considerations.
Re Land Land v Ellis fur con
adj sums
Emerson v James fur con

Before Mr. Justice VAUGHAN
WILLIAMS.
(Sitting as an additional Judge of
Chancery Division.)
Companies (winding up).
Motions.

Stock & Share Auction & Banking
Co ld
Spiral Wood Cutting Co ld
Hull Land & Property Investment
Co ld
General Phosphate Corpn ld
Blazer Firelighter ld
Petitions.
Joseph Bull Sons & Co ld (petn of
M T Shaw & Co)
Elmore's Foreign & Colonial Copper
Depositing Co ld (petn of Sir
R J Meade)
Bidaroa Railway and Mines ld (petn
of F Thorn)
Equitable Mortgage Co (petn of Co)
Invicta Works, ld petn of C F
Davis
Steam Loop Co petn of H D
Phillips
Hammersmith, Bayawater & Dis-
trict Bank ld petn of S T
Green

Martiny ld petn of J Wilson
Trustees, Executors & Securities
Insurance Corporation, ld petn
of Industrial & General Trust
ld
Same petn of F Walker and
others
Woolley Coal Co ld petition of
Yorkshire Banking Co ld
South Staffordshire Tramways Co
petn of Alfred Dawson and
others
New Zealand Loan and Mercantile
Agency Co ld and Joint Stock
Co's Arrangement Act, 1870 (petn
of Co & liquidator)
Otard de Montabell Cognac Co ld
(petn of Otard, Dupuy, & Co)
Furniture Press ld (petn of Heywood
& Co and ors)
Advance Boiler Co ld (petn of Geo
Jackson)
International Commercial Co ld
(petn of Matthias Boyce)
Barcelona (Besos) Waterworks Co
ld (petn of Union Bank of Spain
and England ld)
New English Bank of the River
Plate ld (petn of Co)

Court Summonses.
Lyric Club ld (sumns by Capt A
Brownlow to set aside proofs)
Alkaline Reduction Synd ld (settle
list of contributions)
Mid Kent Fruit Co ld (remove name
from list)
Peruvian Guanta Co ld (adjudicate
on claim)
London & General Bank ld (for
declaration as to misfeasance)
Midland Coal, Coke, & Iron Co ld
(to admit claim)
Tominil Mines ld (to remove name
from list)
Queen Anne & Garden Mansions ld
(for declaration)
May v Walters ld (for declaration)
Agency & Exploration Co of Aus-
tralasia ld (to adjudicate on
claim)
Lands Allotment Co ld (taxation
of bill)
Harvey's Oyster Co ld (vary list of
contributors)
Wilkinson v Medical Battery Co ld
(continue business)

Cause for Trial (with witnesses).
Huddersfield Banking Co ld v
Henry Lister & Son ld action

Chamber Summonses.
Robinson v Montgomeryshire Brew-
ery Co ld (to confirm sale)
Stock and Share Auction and
Banking Co ld (repayment by
Bellairs)
Lyric Club ld (five sumns to
remove names from list of con-
tributors)
General Phosphate Corpn ld (three
sumns to remove names from list
of contributors)
Anglo Austrian Printing and Pub-
lishing Union ld (delivery out of
sealed packet)
J W Hobbs & Co ld (to confirm
agreement)
Woodhouse & Rawson United ld
(to submit deficiency a/c)
London and West of England Trust
and Investment Corpn ld (re-
verse decision of O R rejecting
claim)
A Salomon & Co ld (remove name
from list)
Wood v Woodhouse & Rawson
United ld (for sale of assets)
Northern Transvaal Gold Mining
Co ld (to consider reports)
Delhi Steamship Cold (to consider
reports)

Mummery & Sons ld (for payment
of rent due)
Ranger v Baker, Tuckers, & Co ld
(for sale of property)
Tanner v C T Jefferies & Son ld
(on receiver's account)
Mercantile Bank of Australia ld
(to enforce payment of calls)

Before Mr. Justice ROMER.
Witness Actions
Kenny v McCarthy act & m f j
(April 10)
Setterwall & Co v Dorman, Brown
& Co act
Reddish v Green act (11 May)
Wickett v Hart act
Marvin v Hewson act (6 April)
In re Hill Hill v Miles act
Lloyd's Bank ld v Birmingham
District Land Co ld act (not
before 9 April)
In re Barrett Webber v Loach
act
Wolf v Kent act (23 July)
Stuart v Grundy act (1 May)
Transferred by Order dated 23rd
Feb, 1894
Jones v Daniel act
Hamer v Hughes Metcalfe v
Hemer act and counter claim
(1 May)
In re Thompson Williams v
Cooke actn & m f j

Wighton v Bishopswerder act
Stringer v International Commer-
cial Co ld act
Herbert v McDonald act
Capron v Ransford act
Gwynne v Drewitt act
Attwater v Hanrott act
Spurrell v Blake act & m f j (not
before 20 April)
Liberator, &c., Building Society v
Boniface act
Partridge v Hole act
In re Miller's Patent, No 8,655, of
1890, and Patents, Designs, &c,
Act of 1883 petn ordered to go
into witness list
In re Shears Shears v Shears act
In re Shaw's Patent, No 8,199, of
1887, &c Rudge Cycle Co, ld v
Crypto Cycle Co, ld pet ordered
to go into witness list by order, dated
Jan 20, 1894
Mellin v White act
Shelton v Maltby act
Fletcher v Bethom act
Brymbo Walter Co v Lester's Lime
Co act
Summers v Harley m f j
Fullick v Stevens act
Gardner v Trower act
Hipwell v Woolcock act
Attorney-Gen v Mayor, &c, of
Cardiff act

HIGH COURT OF JUSTICE. QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1894.

SPECIAL PAPER.
For Argument.

The Wimbledon & Putney Commons Conservators v Nicol part heard
April 19, 1893, before Mr. Justice Wills and Mr. Justice Charles (S O
until after trial of act) points of law
Musurus Bey, exor, &c v Gadban & ors, exors, &c part heard Nov 22,
1893, before Mr Justice Lawrence and Mr Justice Wright special case
Stern & ors v The Queen demurrer, answer and plea to petn of right
In re the Arbitration Act, 1889, and In re an Arbitration between the
Yeardon Waterworks Co & Binns & anr special case
Maguire v The Queen demurrer, answer and plea to petn of right
Asfar & Co v Blundell & ors special case
The Rochdale Canal Co v Brewster & ors special case
Oakley v Oakley points of law

OPPOSED MOTIONS.

For Argument.

Whittuck & anr v Newman part heard Dec 7, 1893, before Mr Justice
Wills & Mr Justice Collins
Flew v Smith & anr part heard June 5, 1893, to be continued before Mr
Justice Grantham alone on a day to be fixed by him
Duncan v Sparling & ors part heard Feb 22, 1894, before Mr Justice
Mathew & Mr. Justice Cave
Ray & anr v Bremner part heard Feb 24, 1894, before Mr Justice Mathew
& Mr Justice Cave
In re a Solicitor Expte Incorporated Law Soc
Wagstaff v Smith
Wolff v Wilson & anr
Myers v Carter
The Chamber Colliery Co ld v The Company of Proprietors of the Roch-
dale Canal
Same v Same
Sisson v Oates & ors
The G H Hammond Co & anr v Venables & Sons
Steamship Insurance ld v Smith
Same v Strickland
In re an Arbt between Frankenberg & Co & Security Co ld
Hopwood v Commercial Stock & Share Corpn ld
Michotte v King
Same v Same
Lewis v Lane
Hulbert v Cathcart
In re a Solicitor, Expte Incorporated Law Society
American Pastoral Co ld v Cabell
Hood Barrs v Cathcart
Slater v Same
Lumley & anr v Same
Emden v Burns & anr
Waller v Jones
Scott v The Star Newspaper Co ld
In re an Arbt between Balmforth & Balmforth
Henry & Co v Lewisohn & anr
Field v Crawford & Co ld
Bradley v Aldous

Hutchinson & Sons v Earle's Ship Building, &c Co & ors
In re an Arbitration between Scourso, Howard & Co & Landauer & Co
The Royal National Pension Fund for Nurses v The Record Press Ltd
La Sociedad Anonima de los Astilleros del Nervion v Cammell & Co Ltd
In re Herbert Fredk Oddy, gent, one, &c Expte A J Dadson
In re Taxation of Costs and In re Charles Turner, gent, one, &c
Brain v Herrick
Mowll v Abelseth
In re S Lithgow, gent, one, &c (costs)
Balfre v Fielding-Kane & Wife (trustees of will of C J Parlington & ors, clmts)
National Bank of Wales Ltd v Rowlands
Stubbs v Troitzsch
Woodhouse v Sales & Duke

CROWN PAPER.

For Argument.

Lancashire The Queen v Justices, &c, for the County of Lancaster Nisi for mandamus to hear app against conviction at instance of F Wilson
Norfolk The Queen v The Nar Valley Drainage Board (ex pte Bryan) nisi for mandamus to levy rate
Lancashire The United Alkali Co v Simpson magistrate's case
Middlesex The Queen v Staines Union mandamus points of law
Met Pol Dist London County Council v Mitchell magistrate's case
Derby The Mayor, &c, of Derby v Grudgins magistrate's case
Durham, Barnard Castle Temple v Temple (Coltman, clmt) county court sheriff's app
London Hives v Moseley county court deft's app
Same Barber v Burt, Boulton, & Haywood county court plnff's app
Same Cropley v Buchanan & Co mayor's court plnff's app
Yorkshire, Leeds Matthews v Brown & Co county court defts' app
Middlesex, Westminster Caulfield v Maynard county court deft's app
Middlesex, Brompton Edmunds & anr v Head county court deft's app
Same Marley v Osborn and anr county court defts' app
Harwich Rose and anr v Watson Magistrate's case
Dorsetshire, Shaftesbury Case v Woods county court plt's app
Shropshire, Shrewsbury Hunt v Pryce-Jones and ors county court defts' app
Herefordshire, Hereford Gordon v Williams, sen, and anr county court plt's app
London Mayor, &c, of London v Gooding county court deft's app
Dorsetshire, Poole Masters v Jones & Co county court plt's app
Gloucestershire, Newnham Pen v Knight and anr county court plt's app
Yorkshire, Skipton Chadwick v Nutter and ors county court defts' app
Warwickshire Daykin and ors v Parker, Esq, and ors, Jj, &c, and Farn-dale quarter sessions special case resps nisi to quash
Hampshire, Andover Ponting v Noakes and ors county court defts' app
Surrey, Lambeth Morris & anr v Roust and anr county court plts' app
London M Isaacs & Sons Ltd v Solomon Mayor's court deft's app
Glamorganshire, Swansea Wheeler & Gee v Stuart (The Domestic Supply Co Ltd clmts) county court clmts' app
Bedfordshire The Queen v Flitwick School Board (ex pte Coleman) Nisi for mandamus to levy rate, &c
Suffolk, Hadleigh Tilbury v Morley county court deft's app
Bootle Rochdale Canal Co, &c v Mayor, &c, of Bootle Magistrate's case
Yorkshire, Bradford Myers v The Midland Ry Co county court plts' app
Cheshire Heath & ors v Overseers, &c, of Weaverham quarter sessions special case, 12 & 13 Vict. c. 45, s. 11
Northumberland Blyth Harbour Commissioners v The Churchwardens, &c, of Newsham and South Blyth & ors quarter sessions special case 12 & 13 Vict c 45, s 11
Met Pol Dist The Queen v Mead, Esq, met pol mag & anr (ex pte Anthony) Nisi to hear complaint
Same Vestry of St Mary, Islington v Goodman magistrate's case
Middlesex, Westminster Reid v Rigby & Co county court plt's app
Shropshire, Oswestry Tomlinson v Hampson county court plt's app
London The Queen v Shoppee (expte Carr) Nisi for mandamus to hear arbitration
Devonshire Tozer v Harris magistrate's case
Middlesex, Bow Page v Bowdler county court plt's app
Sheffield The Corp of Sheffield v Alexander & ors magistrate's case
Kent, Ramsgate Haddon v Spalding county court deft's app
Middlesex, Westminster St Aubyn v The Lyric Theatre county court deft's app
Sussex, Brighton In re Horsham Co-operative and Provident Soc county court society's app
Middlesex, Brentford Bradbury & Co v Adamson & Sons county court plts' app
Worcestershire The Queen v Mayor, &c, of Worcester & anr (expte Millward) Nisi for mandamus to hold Court of Pleas and hear act
Surrey, Wandsworth Evans & Wife v The South London Tramways Co county court plts' app
London The Queen v The Vestrymen, &c, of St Marylebone (expte Canon Barker) Nisi for mandamus to levy rate to repair church, &c
Same The Art Union of London v The Overseers, &c, of the Savoy Same v Same Same v Same Quarter sessions (12 & 13 Vict c 45, s 4)
Derbyshire, Derby The Pharmaceutical Soc of Great Britain v Armaon county court dt's app
Lancashire, Liverpool Donaldson v Coggins & anr county court dt's app

Cheshire, Birkenhead Ryan v Manchester Ship Canal, Pontoon & Dry Dock Co county court dt's app
Middlesex, Shoreditch Coltman v Cox county court plt's app
Same, Marylebone Hobbs v Smith (Sharpe & anr clmts) county court
Clmt Mary Sharpe's app
Yorkshire, Sheffield Chester v Lenthall & anr county court dt's app
Middlesex, Clerkenwell Jeffery v Vestry of St Pancras county court dt's app
Lancashire The Queen v L & N W Ry Co (expte Andrew, Knowles & Sons) Nisi for mandamus to take up award
Middlesex, Marylebone Hewison & anr v Ricketts county court dt's app

REVENUE PAPER.

For Hearing.

Causes by English Information.

Attorney-Gen v Jacobs-Smith & ors
Attorney-Gen v Newcomen (since dec) and ors
Attorney-Gen v Ellis (widow) and ors
Attorney-Gen v Loyd & ors

Petition.

In re Duty on the Estate of the late Sir T. Gresham

Cases Stated as to Income Tax.

Morant (Surveyor of Taxes), applt, and The Wheal Grenville Mining Co, resps
Lord Mostyn, applt, and London (Surveyor of Taxes), respt
Davidge, applt, and Smith (Surveyor of Taxes), respt

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals for hearing before a Divisional Court Sitting in Bankruptcy.

In re Nicholls	Expte Tickell
In re Stables	Expte Smith & Sons
In re Selwood	Expte Dash
In re McGowen & Hadwen	Expte Thompson
In re Dibb	Expte Brook by order
In re Langtreay	Expte Stephenson
In re Trevor	Expte Jenkinson
In re Beckels	Expte Petitioning Creditor
In re Same	Expte Real & Personal Advance Co
In re Evelyn	Expte General Public Works & Assets Co appointed to be heard April 3
In re Keen	Expte Lamson
In re Ford	Expte Trustee

Motions in Bankruptcy for hearing before Mr Justice Vaughan Williams.

In re Rose	Expte Hasluck v Garrard
In re Bellew	Expte Sachse v Harper pt hd
In re Harris	Expte Mason v Kirby
In re Johnson	Expte Official Receiver v Price and anr
In re Hall	Expte Bramley v White
In re Chapman	Expte Trustee (reference from Registrar)
In re Booth	Expte The Darlington Wagon, &c, Co
In re Watts, a solr	Expte Steven
In re Aston	Expte Aston, G v Keen
In re Same	Expte Andrews v Keen
In re Hill	Expte Official Receiver v A Hill
In re Solomon	Expte Kahn v Baker
In re Cottrell	Expte Skiros v Boulton
In re Holland	Expte Parker v Young
In re Same	Expte Connolly v Same
In re Grain	Expte Lee (to be heard April 9)
In re Vingoe & Davis	Expte Viney v Norton
In re Same	Expte Same v Badeker
In re Same	Expte Same v Goldstein
In re Same	Expte Same v Bergmann
In re West & Bray	Expte Stubbs v Bray

Pending motions in deeds of arrangement cases.

In re G Freeman's Estate
In re E Jones's Estate
In re J Ion's Estate
In re E Thompson's Estate
In re R Cook's Estate
In re J G Chilver's Estate
In re A Wright's Estate
In re N Howard's Estate
In re F W Jepson's Estate
In re Robinson & Marsh's Estate
In re Same
In re W H Yates's Estate

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

BUCKLEY.—March 30, at 7, Melbury-road, Kensington, the wife of Henry Burton Buckley, G.C., of a daughter.

MARRIAGE.

GOODFELLOW—SPENCER.—On April 4, at Manchester, Benjamin Goodfellow, of Manchester, solicitor, to Marion, eldest daughter of Reuben Spencer, J.F., of Darley Hall, Whalley Range, Manchester.

DEATHS.

ANDERSON.—April 2, at Yewlands, Felsham, Bury St Edmunds, John Thomas Anderson, barrister-at-law, formerly a Q.C. of the Canadian bar.
 CLIFTON.—March 29, at Swindon, John Henry Clifton, of Bristol, solicitor, county councillor, aged 62.
 DENBY.—April 1, at Lordship-road, Stoke Newington, Thomas William Denby.
 EDWARDS.—March 21, at at Folkestone, Martin Edwards, solicitor, late of Pontypool, and formerly corner and under-sheriff for Monmouthshire, aged 44.
 HICKES.—March 15, at 7, Brock-street, Bath, from the result of a fall, Charles Robert Hickes, of the Middle Temple, barrister, eldest son of the late Charles Hickes, F.R.C.S., of Bath, aged 75.
 JENKINS.—March 15, at Old Drummond House, Inverness, Robert Palmer Jenkins, solicitor, of Inverness.
 MEYREY-THOMPSON.—March 20, at 12, Montagu-square, London, of acute bronchitis, Albert Childers Meyrey-Thompson, Q.C., barrister-at-law, aged 45.
 RUMBELOW.—March 23, Arthur P. Rumbelow, solicitor, of Finsbury-pavement, aged 53.
 SHERIFF.—March 17, at Tunbridge Wells, Robert French Sheriff, of the Inner Temple, barrister-at-law, and late H.M. Attorney-General of Gibraltar.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. —[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ECONOMIC FIRE OFFICE, LIMITED.—By an order made by Vaughan Williams, J., dated March 21, it was ordered that the voluntary winding up be continued. Davidson & Morris, 40-42, Queen Victoria st.
 HENSLY PUBLISHING CO., LIMITED.—Creditors are required, on or before May 21, to send the names and addresses of their solicitors to E. E. Price, 96, Cheapside. Moore, 4, Fenchurch avenue, solor for liquidator.
 JAMES LEWIS & CO., LIMITED.—Creditors are required, on or before May 11, to send their names and addresses, and particulars of their debts or claims, to Henry Cambridge, Stuart chhrs, Mount Stuart sq, Cardiff. Edmunds & Butler, Pontypriid, solors for company.
 WALMSLEY MUTUAL INVESTMENT SOCIETY, LIMITED.—Creditors are required, on or before May 12, to send their names and addresses, and particulars of their debts or claims, to F. C. Lingard, 20, Finsbury circus.

FRIENDLY SOCIETIES DISSOLVED.

ALBERT CO-OPERATIVE SOCIETY, LIMITED. March 21
 BRIGANT ARTIZANS' CO-OPERATIVE SOCIETY, LIMITED. March 21
 CITY OF ELY INDUSTRIAL PRINTING AND PUBLISHING SOCIETY, LIMITED. March 21
 GOOD TEMPLAR PROVIDENT FUND, 156, Edmund st, Birmingham; and NATIONAL INDUSTRIAL SICK AND BURIAL SOCIETY, 70, Lionel st, Birmingham. March 28
 HUNDEE AND GENERAL CO-OPERATIVE STEAM TOWING SOCIETY, LIMITED, and WHITBY OPERATIVE JET WORKERS' ASSOCIATION, LIMITED. March 21
 LAMBETH PROGRESSIVE CLUB AND LECTURE HALL SOCIETY, LIMITED; CO-OPERATIVE MILL STONE MAKERS, LIMITED; CLAPHAM AND STOCKWELL CLUB SOCIETY, LIMITED; and FIRST NATIONALIZATION CO-OPERATIVE SOCIETY, LIMITED. March 21
 LUTTERWORTH PRESBYTERIAN CO-OPERATIVE SOCIETY, LIMITED. March 21
 NATIONAL CO-OPERATIVE ASSURANCE FRIENDLY SOCIETY, 4, Tokenhouse bldgs, E.C.; LONDON AND UNIVERSAL SICK, MEDICAL AID, AND BURIAL SOCIETY, 95, Fulham Palace rd, Hammersmith; and BAKERS' AND CONFECTIONERS' FRIENDLY SOCIETY, 43, Old Broad st. March 28
 NORTH HILL CO-OPERATIVE SOCIETY, LIMITED. March 21
 NORTH LONDON TRADING ASSOCIATION, LIMITED; HENDON SELF-HELP SOCIETY, LIMITED; DUDDING HILL CO-OPERATIVE SOCIETY, LIMITED; LONDON BUILDERS, LIMITED; SOCIALIST CO-OPERATIVE FEDERATION, LIMITED; UNITED DEMOCRATIC CLUB ASSOCIATION, LIMITED; ISLINGTON CO-OPERATIVE HOUSE PAINTERS' AND DECORATORS' SOCIETY, LIMITED; TAILORS' SOCIETY, LIMITED; and LONDON AND GRIMSBY CO-OPERATIVE FISH SOCIETY, LIMITED. March 21
 PEOPLE'S FURNISHMENT ASSURANCE FRIENDLY SOCIETY, Arcade, King st, Wigan; ONE PREMIUM SOCIETY, 28, Booth st, Manchester; and HOME FOR LIFE SOCIETY, 3, Royal Exchange, Manchester. March 28
 PRATT'S BOTTOM INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED. March 21
 RUTLAND LOAN SOCIETY, LIMITED. March 21
 UNION DAIRY FARM SOCIETY, LIMITED. March 21
 WOLVERHAMPTON GENERAL LOCKMAKERS' CO-OPERATIVE SOCIETY, LIMITED. March 21

London Gazette.—TUESDAY, April 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LAND SECURITIES CO., LIMITED.—Petn for winding up, presented March 31, directed to be heard on April 11. Ashurst & Co, 17, Throgmorton avenue, solors for petner. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of April 10.
 NEW MERCHANTS' CAFE CO., LIMITED.—Creditors are required, on or before May 16, to send their names and addresses, and particulars of their debts or claims, to Thomas Ranches Grimeshaw, 76, Mosley st, Manchester. Hardicker, Manchester, solor for liquidator.
 NORTHERN FURNISHING CO., LIMITED.—Creditors are required, on or before May 10, to send their names and addresses, and particulars of their debts or claims, to Percy Farbridge Ward, 32, Grainger at West, Newcastle on Tyne. S. Ward, Newcastle on Tyne, solor for liquidator.
 SQUARE DRILLING MACHINE CO., LIMITED.—Creditors are required, on or before May 4, to send their names and addresses, and particulars of their debts or claims, to Arthur Thomas Salisbury-Jones, 33, Old Broad st. Russell & Arnolds, 17, Great Winchester st, solors for liquidator.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 30.

RECEIVING ORDERS.

BELL, JAMES, Staveley, Hotel Keeper Kendal Pet March 28 Ord March 28
 BRYAN, GEORGE HERBERT, Horfield, Glos, Corn Factor Bristol Pet March 28 Ord March 28
 BULL, THOMAS, East Dulwich, Grocer High Court Pet March 28 Ord March 28
 BYERS, STEPHEN, Hartgate, Farmer York Pet March 16 Ord March 28
 CARVER, FRANCIS JAMES, West Derby, Lanes, Mercantile Clerk Liverpool Pet March 28 Ord March 28
 CHAPMAN, ELIZA REBECCA, Fulham rd, Corn Dealer High Court Pet March 16 Ord March 28

CHAPMAN, WILLIAM, Chalford, Silk Throwster Gloucester Pet March 28 Ord March 28
 COCKS, FRANCIS, Bristol, Grocer Bristol Pet March 28 Ord March 28
 DAVIES, THOMAS, Aberdare, Stonecutter Aberdare Pet March 28 Ord March 28
 DONALDSON, ALEXANDER WHYTE, Stroud Green rd, Jeweller High Court Pet March 28 Ord March 28
 EDDIDGE, CLAUDE CHARLES, and HENRY MORRIS LYON, Manchester, Jewellers Manchester Pet Jan 25 Ord March 28
 FIDLER, FRANK, Sheffield, Silversmith Sheffield Pet March 28 Ord March 28
 GIBSON, THOMAS, Consett, Durham, Builder Newcastle on Tyne Pet March 14 Ord March 28
 HALL, HENRY JAMES, Lower Walmer, Builder Canterbury Pet March 2 Ord March 21

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 23.

ALEXANDER, JOHN, Porchester terr, Bayswater, Esq Aug 6 Swanston v Alexander, Stirling, J Irvine & Co, Hart st, Mark lane
 BALL, HENRY, Cardiff, Provision Merchant April 21 Lewis v Ball, Stirling, J James, Merthyr Tydfil
 DANCER, GREGORY, Temple Ginting, Glos, Farmer April 19 Taylor v Dancer, North, J Elliot, Cirencester
 MUNRO, HENRY, Malton, Yorks April 25 Cooper v Munro, North, J Pearson, Malton

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 20.

ALDOUS, JOHN, Stowmarket, Innkeeper April 3 Haywards & Peacock, Stowmarket
 ARBUTHNOT, MABEL, Fimliss April 16 Homeley & Homeley, Piccadilly
 ASTWOOD, JOSEPH ALVEY, Masbrough, York, Licensed Victualler May 7 Oxley & Coward, Rotherham
 BELASCO, DAVID JAMES, St John's Wood rd, Actor May 1 Lewis & Lewis, Ely pl
 BEAM, ELIZABETH, Methley, York May 1 Lumb & Bailey, Leeds
 BROOKS, LYDIA MARIA, Killingholme April 19 Hodgkinson, Newark on Trent
 BROWN, ANN, Commercial rd East April 16 Peard, Sise lane
 BURFORD, WILLIAM, Chalvey, Gent April 21 Barrett, Slough
 BURGESS, HENRY, Chester, Gent March 31 Rowcliffe, Alderley Edge
 CASH, SARAH MOON, Dorking May 1 Howse, Abchurch yd
 CLARKE, ELLEN, Balham Hill April 13 Coldicott, Mitcham
 COOKE, JOSEPH, Stalybridge, Gent April 30 Innes, Stalybridge
 CUNNINGHAM, SIR ALEXANDER, Major-General, South Kensington April 20 Cunningham, Palace gds for
 CURWEN, JOHN ELDRED, Wokingham, Gent April 21 Cooke & Co, Wokingham
 DATTAN, WILHELM ALBERT, Brixton April 27 Cree & Son, Gray's inn sq
 DIORY, KENELM THOMAS JOSEPH, Worthing May 1 Blount & Co, Strand
 DURKIN, CHARLES BERNARD, Lothbury April 30 Robins, Pancras lane
 EVANS, FREDERICK, St George, Glos, Gent April 13 Laxton, Bristol
 FISHER, CATHERINE, Scarborough, Widow April 16 Forster, Aylsham
 FOSTER, WILLIAM, Chelham Warrington, Gent May 1 Crowders & Vizard, Lincoln's inn fields
 GREEN, WILLIAM, Kidderminster, Maltster April 30 Talbot, Kidderminster
 HADCOCK, MARY, Hyde Park sq April 29 Hife & Co, Bedford row
 HANCOCK, JOHN, Goldenhill, Staffs, Farmer April 24 Hollinhead, Tunstall
 HAYNE, DIGBY, Camelford, Farmer May 1 Lawrence, Camelford
 HOARE, PETER MERRICK, Dawlish, Esq March 21 Tidy & Tidy, Piccadilly
 HOLLAND, SARAH ANN, Kilburn Priory, Spinster [April 16 Homeley & Homeley, Piccadilly
 HORNSFALL, JANE, Ripon April 13 Ridsdale & Son, Gray's inn sq
 HUBY, ISAAC JONATHAN, Deptford April 14 Brokenshire, Borough High st
 HUTCHINSON, ISABELLA, Newcastle upon Tyne May 5 Brown, Newcastle upon Tyne
 KILBERT, WILLIAM, Ashton on Mersey, Gent April 21 Johnson & Dawson, Manchester
 KNOWLES, JOHN, Pendlebury, Lancaster, Colliery Proprietor April 30 Fullagar & Hulton, Bolton
 KNOX, SARAH, Hexham April 17 Kirsopp, Hexham
 LEOT, SARAH, Petersfield May 1 Drummonds & Co, Croydon
 NELSON, JEANE ELIZABETH, Oxford st May 11 Willocks, New inn
 PAGE, HENRY, Ware, Maltster April 30 Spence & Co, Hertford
 PURCHASE, RICHARD, Chichester April 30 Wannop, Chichester
 RIPPON, RALPH, Kingston upon Hull April 15 Jacobs & Dixon, Hull
 RYMAN, JOHN, Great Tew, Baker April 30 Wilkins & Toy, Chipping Norton
 SCHWARZ, CHARLES JOHN, Wimpole st, Licensed Victualler April 27 Taylor & Taylor New Broad st
 SHARPE, ELLEN, Wilford, Nottingham May 1 Dowton & Wright, Nottingham
 SIMPSON, JOHN JOHNSON, Cayton, East Riding, Farmer June 15 Hart, Scarborough
 SITWELL, ALBERT HURT, Thanet, Priest April 20 Nicholson & Patterson, Parliament st
 SLY, CHARLES, Westminster, Gent April 30 Baker & Co, Weston super Mare
 THOMSON, ARCHIBALD, Durham, Brewer April 14 Patrick & Son, Durham
 TYSON, JOSEPH PORTER, Eakdale, Cumbrid, Yeoman April 20 Butler, Broughton in Furness
 UNGO, AGUSTIN, Montevideo April 18 Rohders & Higgs, Mincing lane
 WHITAKER, DAVID, Leeds, Commercial Traveller May 7 Lumb & Bailey, Leeds
 WHITELEY, WRIGHT, Golcar May 1 Mills & Co, Huddersfield
 WILKINS, JOHN, South Kensington April 30 Rose & Johnson, Delahay st
 YATES, PETER, Penwortham, Lance, Gent April 17 Clarke, Preston

HANKINS, THOMAS WILLIAM, Claines, Worcester, Farmer Worcester Pet March 6 Ord March 20
 HUNT, WILLIAM, Birmingham, Cattle Dealer Birmingham Pet March 28 Ord March 28
 INGRAM, HYND, Halifax, Hay Dealer Halifax Pet March 28 Ord March 28
 JAMES, RICHARD WILLIAM, Maids Vale, Cheesemonger High Court Pet March 28 Ord March 28
 LEVY, ISAAC, Houndsditch, Sponge Merchant High Court Pet March 9 Ord March 28
 MILLER, WALTER ALFRED, St Budeaux, Devon, Commercial Traveller Plymouth and East Stonehouse Pet March 28 Ord March 28
 OSBOURNE, WILLIAM, Kingston upon Hull, Drysalter Kingston upon Hull Pet March 28 Ord March 28
 PETT, JOHN HOSKING, Redruth, Grocer Truro Pet March 28 Ord March 28

RAY, JOHN THOMAS, Newmarket, Milkman Cambridge
Pet March 28 Ord March 28
RICARDO, MOSES, Weston super Mare, Bootmaker
Bridgwater Pet March 28 Ord March 30
RICHARDSON, JOSEPH, Ulverston, Hotel Keeper
Pet March 28 Ord March 28
SIMON, MARY ELIZABETH KINGSBURY, and ELIZABETH COLE
SIMON, Colchester, School Principals Colchester Pet
March 28 Ord March 28
SPIRES, JAMES DURRANT, Goswell rd, Licensed Victualler
High Court Pet March 28 Ord March 28
STAPLER, WILLIAM, Oxney, Northants, Farmer Peter-
borough Pet March 28 Ord March 28
VASEY, MARIE LEON, Rutland gate, Widow High Court
Pet March 28 Ord March 28
WRIGHT, ANDREA JEMIMA, Stoke Newington, Widow
High Court Pet March 28 Ord March 28

The following amended notice is substituted for that published in the London Gazette of the 13th Feb:—

BROOKING, WILLIAM SUMPTER, Walton, Surrey, Waiter
Kingston, Surrey Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

BYERS, STEPHEN, Hattogate April 12 at 12.30 Off Rec,
25, Stonegate, York
CHERRITT, GEORGE, Bournemouth, Haulier April 7 at
12.30 Off Rec, Salisbury
CRONDELL, HENRY JAMES, Otmakirk, Painter April
11 at 3 Off Rec, 35, Victoria st, Liverpool
ENERY, FRANCIS JOSEPH, Burslem April 12 at 3 North
Sufford Hotel, Stoke upon Trent
FITZCLARENCE, W G, Brighton April 9 at 12 Off Rec, 4,
Favillon bldgs, Brighton
HARRIS, THOMAS WILLIAM, Claines, Farmer April 9 at
10.30 Off Rec, 45, Copenhagen st, Worcester
HERBON, THOMAS, Bedale, Corndealer April 9 at 11.30
Court house, Northallerton
HENRY, LUCIAN EDWARD, Oxford April 6 at 12 St.
Aldate's, Oxford
HOLLIER, WILLIAM CARWOOD, Walsall, Baker April 11 at
10.30 Off Rec, Walsall
HOPKIN, JOHN, Little Snorton, Farmer April 9 at 11.30
Court house, Northallerton
LETTE, WILLIAM, Walsall, Baker April 19 at 11.30 Off
Rec, Walsall
LITTLE, HARRIET PIGSON, Eastbourne, Ladies' Outfitter
April 6 at 2.30 Off Rec, 24, Railway app, London
Bridge
MANFIELD, THOMAS, Cambridge, Builder April 13 at
12.30 Off Rec, 5, Petty Cury, Cambridge
NEWMAN, JOSEPH, Chertyngham, Gardener April 13 at 12
Off Rec, 5, Petty Cury, Cambridge
TAYLOR, RICHARD, Ashby de la Zouch, Cowkeeper April
6 at 3 Midland Hotel, Station st, Burton on Trent
WILLIAMS, JOHN MORGAN, Brecon, Grocer April 6 at 12
Off Rec, 65, High st, Merthyr Tydfil

ADJUDICATIONS.

BREARLEY, RICHARD, Halifax, Coal Merchant Halifax Pet
March 14 Ord March 20
BELL, JAMES, Staveley, Hotel Keeper Kendal Pet March
22 Ord March 28
BULL, THOMAS, East Dulwich, Grocer High Court Pet
March 28 Ord March 28
CARVER, FRANCIS JAMES, West Derby, Land, Mercantile
Clerk Liverpool Pet March 28 Ord March 28
CHAPMAN, ELIZA REBECCA, Fulham rd, Corn Dealer High
Court Pet March 16 Ord March 22
CHAPMAN, WILLIAM, Chalford, Silk Throwster Gloucester
Pet March 28 Ord March 28
CHARK, MAURICE, Whitechapel rd, Tailor High Court
Pet March 13 Ord March 22
CHICK, JOSEPH, Bow lane, Wine Merchant High Court
Pet March 2 Ord March 22
DAVIES, THOMAS, Aberdare, Stonemason Aberdare Pet
March 28 Ord March 28
ELDRIDGE, CLAUDE CHARLES, and HENRY MORRIS LYON,
Manchester, Jewellers Manchester Pet Jan 24 Ord
March 28
FIDLER, FRANK, Sheffield, Silversmith Sheffield Pet
March 28 Ord March 28
HELLER, HENRY, Canonbury High Court Pet Feb 23 Ord
March 22
HIDE, WILLIAM, Hammersmith High Court Pet Feb 23
Ord March 22
HUNT, WILLIAM, Birmingham, Cattle Dealer Birmingham
Pet March 28 Ord March 28
INGHAM, HIND, Halifax, Straw Dealer Halifax Pet March
28 Ord March 28
JAMES, RICHARD WILLIAM, Elgin avenue, Cheesemonger
High Court Pet March 28 Ord March 28
JOHNSON, WILLIAM, Dalton, Licensed Victualler High
Court Pet March 21 Ord March 28
JONES, ALICE, Betmadosy High Court Pet Nov 6 Ord
March 22
MILLER, WALTER ALFRED, 86 Budeaux, Devon, Traveller
Plymouth Pet March 27 Ord March 28
MILSON, SAMUEL, St George, Builder Bristol Pet March
6 Ord March 28
O'DONNELL, WILLIAM, Kingston upon Hull, Drysalter King-
ston upon Hull Pet March 28 Ord March 28
PEARCE, ALBERT, Newport, Draper Newport, Mon Pet
March 22 Ord March 28
PETT, JOHN HOSKING, Redruth, Grocer Truro Pet March
23 Ord March 28
RAY, JOHN THOMAS, Newmarket, Milkman Cambridge
Pet March 28 Ord March 28
RICARDO, MOSES, Weston super Mare, Boot Maker Bridg-
water Pet March 27 Ord March 28
RICHARDSON, JOSEPH, Ulverston, Hotel Keeper Ulverston
Pet March 28 Ord March 28
SILBER, MARTIN ALBERT, Jermynt st, Captain High Court
Pet Jan 25 Ord March 28
SPIRES, JAMES DURRANT, Goswell rd, Licensed Victualler
High Court Pet March 22 Ord March 28

STAPLER, WILLIAM, Oxney, Northants, Farmer Peter-
borough Pet March 28 Ord March 28
TAYLOR, GEORGE, Flaxton, Oilman High Court Pet
March 16 Ord March 22
WRIGHT, ANDREA JEMIMA, Stoke Newington, Widow
High Court Pet March 28 Ord March 28

The following amended notice is substituted for that published in the London Gazette of Feb 13:—

BROOKING, WILLIAM SUMPTER, Walton, Surrey, Waiter
Kingston, Surrey Pet Feb 10 Ord Feb 10

London Gazette.—Tuesday, April 3.

RECEIVING ORDERS.

BASSETT, JOHN, Coventry, Watch Manufacturer Coventry
Pet March 31 Ord March 31
BISHOP, ADRIAN, Leicester, Leather Merchant Leicester
Pet March 28 Ord March 28
BOUCHER, WILLIAM, Birmingham, Jeweller Birmingham
Pet March 29 Ord March 29
BROWN, OWEN SAMUEL, Birmingham, Butcher Walsall
Pet March 22 Ord March 22
BRYAN, FLORENCE MARY, Horfield, Glos, Widow Bristol
Pet March 30 Ord March 30
CHAFFEY, GEORGE, Hucknall under Huthwaite, Baker
Nottingham Pet March 31 Ord March 31
CULSHAW, EDWARD JAMES, Preston, Steamship Owner
Preston Pet March 19 Ord March 30
DAVIS, JOHN, Golden sq, Butcher High Court Pet March
29 Ord March 29
DODDALL, WILLIAM HENRY, Wareham, Saddler Poole
Pet March 28 Ord March 28
EARL, FRANCIS CHARLES, Worcester, Photographer Wor-
cester Pet March 30 Ord March 30
EASTON, THOMAS S, Leadenhall bldgs High Court Pet
March 10 Ord March 30
EDWARDS, JOHN, Nantymoe, Commission Agent Cardiff
Pet March 29 Ord March 29
FARRER, EDWIN, Brighton, Grocer Brighton Pet March 12
Ord March 29
FENDICK, MARGARET, Maida Hill, Cab Proprietress High
Court Pet March 13 Ord March 30
FINCH, JOHN, Stevenage, Herts, Farmer Luton Pet March
29 Ord March 29
FOSTER, ARTHUR, and CHARLES EDWARD FOSTER, Bingley,
Fellmongers Bradford Pet March 30 Ord March 30
GODFREY, WILLIAM, Ludgate hill, Bookseller High Court
Pet March 31 Ord March 31
GRAY, JOHN EDWARD, Clapham Common, Builder Wanda-
sworth Pet March 30 Ord March 30
GRIFFITHS, THOMAS, Mangotsfield, Glos, Butcher Bristol
Pet March 30 Ord March 30
HOLMES, JOSHUA HENRY, Norwich, Engineer Norwich
Pet March 31 Ord March 31
HOSKES, FREDERICK WILLIAM, Snodland, Grocer Maid-
stone Pet March 29 Ord March 29
ISACCS BROS, Whitechapel, Boot Dealers High Court Pet
March 5 Ord March 30
JONES, JOHN FRANCIS, and FREDERICK JONES, Swansea,
Butchers Swansea Pet March 28 Ord March 28
LEWIS, WILLIAM, Aberdare, Blacksmith Pontypridd Pet
March 30 Ord March 30
LIDGERT, JAMES, Great Grimsby, Auctioneer Gt Grimsby
Pet March 28 Ord March 28
MARSHALL, THOMAS, Sheffield, Joiner Sheffield Pet March
29 Ord March 29
MILLICAN, CLEMENT, Bournemouth, Grocer Poole Pet
March 31 Ord March 31
MOSS, GEORGE, Leigh, Joiner, Bolton Pet March 29 Ord
March 29
NIBLETT, HERBERT JAMES, Malvern Link, Coachbuilder
Worcester Pet March 30 Ord March 30
PEARCE, ALBERT, Middlestown, Yorks, Joiner Wakefield
Pet March 30 Ord March 30
PEPPER, JAMES WILLIAM, Leicester, Picture Frame Maker
Leicester Pet March 30 Ord March 30
PHILLIPPO, HENRY, Brislau, Norfolk, Farmer Norwich
Pet March 17 Ord March 30
PLUMMER, JAMES ALEXANDER SMITHFIELD, Gravesend,
Musical Dealer Rochester Pet March 31 Ord
March 31
POWELL, CHARLES FREDERICK, Liverpool, Surgeon Liverpool
Pet March 29 Ord March 29
PRICE, COURTNEY CONNELL, and GEORGE HENRY GAR-
RARD, Evesham, Solicitors Worcester Pet March 31
Ord March 31
PROCTER, RICHARD, Penarth, Chemist Cardiff Pet March
28 Ord March 28
RICHARDSON, WILLIAM, Leeds, Fish Dealer Leeds Pet
March 28 Ord March 28
RODWAY, ALFRED JOHN, Sutton Coldfield, Tailor Birming-
ham Pet March 31 Ord March 31
ROOPE, STEPHEN JEFFREYS, Dalton, Deak Manufacturer
High Court Pet March 29 Ord March 29
SKELTON, FRANCIS LEONARD, Norwich, Machinist Norwich
Pet March 31 Ord March 31
SMITH, FREDERICK WILLIAM, Bayswater, Professor of
Chemistry High Court Pet March 31 Ord March 31
SPENCER, GEORGE, Oseott, Yorks, Innkeeper Dewsbury
Pet March 28 Ord March 28
STOSANT, JOHN, Leeds, Hep Traveller Leeds Pet March
30 Ord March 30
TAFES, ALBERT BROOKS VORE, RICHARD DODSON DIXON,
and JOHN DOWELL, St Andrew's st, Druggists
Sundriesmen High Court Pet March 29 Ord March
29
TAYLOR, WILLIAM, Nottingham, Engineer's Manager Not-
tingham Pet March 31 Ord March 31
TOWNLEY, RALPH, Darwen, Plumber Blackburn Pet
March 19 Ord March 30
ULRICH, FRITZ, Upton Park, Restaurant Manager High
Court Pet March 29 Ord March 29
WALMSLEY, JOHN, Barrow in Furness, Innkeeper Ulverston
Pet March 31 Ord March 31
WATBOUGH, THOMAS, Kingston upon Hull, Grocer King-
ton upon Hull Pet March 29 Ord March 29
WATTS, THOMAS, Hoxton, Boot Manufacturer High Court
Pet March 6 Ord March 29

WEBB, JOHN, Chigwell, Licensed Victualler Chelmsford
Pet March 28 Ord March 28
WHITFORD, JOSEPH SEINER, Woodbury, Devon, Farmer
Exeter Pet March 8 Ord March 8
WHITTAKER, JAMES SAMUEL, Burnley, Insurance Agent
Burnley Pet March 30 Ord March 30

The following amended notice is substituted for that published in the London Gazette of Feb 9:—

DUK, JOSEPH DANIEL, Stepney, Baker High Court Pet
Feb 6 Ord Feb 6

FIRST MEETINGS.

BARBER, THOMAS ALFRED, Leeds, Draper's Traveller April
12 at 12 Off Rec, 22, Park row, Leeds
BAUD, LOUIS FRANCIS, Tooting, Metal Broker April 10 at
3 Bankruptcy bldgs, Carey st
BENNETT, EDWARD, Llandudoch, Innkeeper April 11
at 1 Off Rec, Llandudoch
BIENSTEIN, EMIL RICHARD, Commercial rd East, Jeweller
April 10 at 2 Bankruptcy bldgs, Carey st
BISHOP, ADRIAN, Leicester, Leather Merchant April 10 at
12.30 Off Rec, 1, Berridge st, Leicester
BRIN, ARTHUR, Willenden Green April 10 at 11 Bank-
ruptcy bldgs, Carey st
BURNBY, WALTER, Leeds, Cloth Finisher April 12 at 11
Off Rec, 22, Park row, Leeds
CARTWRIGHT, ROINALD, Nottingham April 10 at 12 Off
Rec, Nottingham
CHAPMAN, ELIZA REBECCA, Fulham rd, Corn Dealer April
10 at 12 Bankruptcy bldgs, Carey st
CORBETT, EDWARD, jun, Rusbon April 10 at 10.30 The
Priory, Wrexham
COOPER, JAMES, St Helens, Grocer April 11 at 2 Off Rec,
35, Victoria st, Liverpool
COUSINS, AUGUSTA, Oldham, House Furnisher April 12
3 Off Rec, Bank chmbs, Queen st, Oldham
CROFT, WILLIAM, Yeldom, Beds, Grocer April 10 at 10.45
Off Rec, St Paul's sq, Bedford
CROSS, HENRY, Rochford, Essex, Butcher April 10 at 2
Institute, Clarendon rd, Southend
CUMMINGS, GEORGE BULMER, Middlesbrough, Jeweller
DIXON, THOMAS, Dunston, Durham, Provision Dealer
April 11 at 11.30 Off Rec, Fink lane, Newcastle on
Tyne
EARLY, HENRY, Witney April 13 at 3 Bankruptcy bldgs,
Carey st
GEORGE, ALFRED EDWARD, Birmingham, Grocer April 13
at 11 23, Colmore row, Birmingham
GRIFFITHS, WILLIAM, Llanelly, Coal Merchant April 13 at
12 Off Rec, 31, Alexandra rd, Swansea
HALL, ROBERT, Whithy, Tin Worker April 11 at 3 Off
Rec, 8, Albert rd, Middlesbrough
HATFIELD, THOMAS, Whithy Heath, Farmer April 13 at 3
Off Rec, 35, Victoria st, Liverpool
HIDE, WILLIAM, Hammersmith April 10 at 12 Bank-
ruptcy bldgs, Carey st
HOLDON, GEORGE, Fenny Stratford April 10 at 11 Bank-
ruptcy bldgs, Carey st
HOSKES, FREDERICK WILLIAM, Snodland, Grocer April 13
at 12 Off Rec, Week st, Maidstone
INGHAM, HIND, Halifax, Hay Dealer April 11 at 11 Off
Rec, Townhall chmbs, Halifax
JONES, WILLIAM JAMES, Aberdare, Labourer April 10 at
12 Off Rec, 65, High st, Merthyr Tydfil
JOSEPH, JANE MARGARET, Ashley-gardens, Spinster April
10 at 2.30 Bankruptcy bldgs, Carey st
JOWETT, WILLIAM, Bradford, Beerhouse Keeper April 11
at 11 Off Rec, 31, Manor row, Bradford
KENWORTHY, CHARLES, Saddleworth, Yorks, Ironmoulder
April 12 at 3.30 Off Rec, Bank chmbs, Queen st,
Oldham
LEVY, ISAAC, Houndditch, Sponge Merchant April 12 at
11 Bankruptcy bldgs, Carey st
LEWIS, TOM, Leeds, Greengrocer April 13 at 11 Off Rec,
22, Park row, Leeds
LONDON, FRANCIS, Oxford st, Jeweller April 11 at 11
Bankruptcy bldgs, Carey st
LOWE, FRANCIS NEWTON, Lincoln, Coal Merchant April 12
at 12 Off Rec, 31, Silver st, Lincoln
MALLET, JOHN THOMAS, Wisbech, Miller April 30 at 10.15
Court House, King's Lynn
MILLER, WALTER ALFRED, St Budeaux, Commercial
Traveller April 12 at 11.30 10, Athenium ter,
Plymouth
MORGAN, JAMES, Haddenham, Publisher April 12 at 2.30
Bankruptcy bldgs, Carey st
MOZLEY, CHARLES F., St James's st April 12 at 12.30
Bankruptcy bldgs, Carey st
MOZLEY, LEWIS, Queen Victoria st April 12 at 12 Bank-
ruptcy bldgs, Carey st
MUSON, HENRY, Clapham June, Dairyman April 10 at
11.30 31, Railway app, London Bridge
OLDREY & CO, WILLIAM, Westbourne Park, Builders
April 11 at 12 Bankruptcy bldgs, Carey st
OVERBURY, ALFRED HAWKINS, Scarborough, Ironfounder
April 11 at 11 Off Rec, 74, Newborough st, Scar-
borough
PARER, VALENT, West Bridgeford, Milliner April 10 at 11
Off Rec, St Peter's church walk, Nottingham
PEARCE, ALBERT, Middlestown, Joiner April 10 at 11 Off
Rec, Bond ter, Wakefield
PEPPER, JAMES WILLIAM, Leicester April 13 at 12.30 Off
Rec, 1, Berridge st, Leicester
PETT, JOHN HOSKING, Redruth, Grocer April 10 at 11.30
Off Rec, Boscawen st, Truro
PITT, GEORGE LAKE, Leeds, Agent April 10 at 3 Off
Rec, Bank chmbs, Radey
QUARREN, EDWIN, Gloucester, Piano Tuner April 19 at 3
Off Rec, 15, King st, Gloucester
RAY, JOHN THOMAS, Newmarket, Milkman April 13 at
12.30 Off Rec, 5, Petty Cury, Cambridge
RICARDO, MOSES, Weston super Mare, Boot Maker April
10 at 11 Bristol Arms Hotel, Bridgwater
ROBINSON, JOSEPH, Bury St Edmunds, Builder April 17 at
11.30 Guildhall, Bury St Edmunds
ROGERS, FRANCIS THREWELL, Rodborough April 12 at 4
Imperial Hotel, Stroud
SANDERS, SAMUEL WILLIAM, Plymouth, Builder April 11
at 11 10, Athenium terrace, Plymouth

SANDERSON, CHARLES HERBERT, Knockholt, Kent, Clerk April 12 at 2.30 Bankruptcy bldgs, Carey st
 SARR, EDWIN ETTY, Upper Montagu st, Surgeon April 12 at 11 Bankruptcy bldgs, Carey st
 SAVAGE, ROBERT, Twickenham, Ironmonger April 11 at 3 Off Rec, 86, Temple chambers, Temple avenue
 SHARMAN, JAMES DARIENETT, Castle Cary, Butcher April 10 at 1 Off Rec, Salisbury
 SHAW, FREDERICK, Sunderland, Comedian April 19 at 11 Off Rec, 25, John st, Sunderland
 SILVER, GEORGE, Eaton Terrace April 11 at 12 Bankruptcy bldgs, Carey st
 SIMSON, MARY ELIZABETH KINGSBURY, and ELIZABETH COLE SIMSON, Colchester, School Principals April 15 at 11.30 Townhall, Colchester
 STAPLES, WILLIAM, Peterborough, Farmer April 16 at 12 Law Courts, Peterborough
 STUBBS, SOPHIA, Chelworth, Suffolk, Widow April 11 at 2.30 Townhall, Eddleigh
 TAYLOR, GEORGE, Plaislow, Oldman April 11 at 11 Bankruptcy bldgs, Carey st
 THOMAS, DAVID, New Tredegar, Collier April 11 at 12 Off Rec, 65, High st, Merthyr Tydfil
 THOMSON, JOHN FREDERICK, Chelsea, Builder April 12 at 12 Bankruptcy bldgs, Carey st
 WAILES, JOHN, Bailey April 11 at 3 Off Rec, Bank Chambers, Basing
 WILLIAMS, HENRY, Marylebone, Builder April 16 at 11 Bankruptcy bldgs, Carey st
 WOOD, THOMAS, Llannecon, Currier April 12 at 11 10, Athemum ter, Plymouth
 WOOSTER, JOHN, Peckham, Cycle Manufacturer April 16 at 12 Bankruptcy bldgs, Carey st
 YOUNGS, HORACE HERBERT, East Bergholt, Bootmaker April 11 at 11 Off Rec, 86, Princes st, Ipswich

ADJUDICATIONS.

BENNETT, EDWARD, Llanllwchaearn, Innkeeper Newtown Pet March 22 Ord March 28
 BISSETT, ADRIAN, Leicester, Leather Merchant Leicester Pet March 22 Ord March 28
 BOUCHER, WILLIAM, Birmingham, Jeweller Birmingham Pet March 23 Ord March 30
 BOWDEN, ELIZABETH, Torquay, Widow Exeter Pet March 1 Ord March 29
 BROWN, OWEN SAMUEL, Birmingham, Butcher Walsall Pet March 22 Ord March 28
 BRYAN, GEORGE HERBERT, Horfield, Glos, Corn Factor Bristol Pet March 23 Ord March 30
 BYERS, STEPHEN, Hattogate, Farmer York Pet March 16 Ord March 30
 COFFEY, JAMES, 84 Helen's, Grocer Liverpool Pet March 14 Ord March 30
 COX, JOHN THOMAS, Micklehurst, Builder Ashton under Lyne Pet March 21 Ord March 29
 CRAFTS, GEORGE, Hucknall under Huthwaite, Baker Nottingham Pet March 31 Ord March 31
 DAVIES, AARON, Salop, Farmer Leominster Pet Jan 25 Ord March 30
 DAWSON, WILLIAM HENRY, Manningham, Worsted Spinner Bradford Pet March 9 Ord March 30
 DUDDALE, WILLIAM HENRY, Wareham, Saddler Poole Pet March 28 Ord March 28
 EARL, FRANCIS CHARLES, Worcester, Photographer Worcester Pet March 30 Ord March 30
 EDWARDS, JOHN, Nantmool, Commission Agent Cardiff Pet March 29 Ord March 29
 FOSTER, ARTHUR, and CHARLES EDWARD FOSTER, Ringley, Fellmongers Bradford Pet March 29 Ord March 30
 GENZEL, FREDERICK ALBERT, Bristol, Hotel Proprietor Bristol Pet March 30 Ord March 29
 GIBSON, THOMAS, Consett, Durham, Builder, Newcastle on Tyne Pet March 14 Ord March 28
 GREAVES, ALFRED, Birmingham, Jeweller Birmingham Pet March 19 Ord March 28
 GRIFFITHS, THOMAS, Madrefield, Glos, Butcher Bristol Pet March 30 Ord March 30
 HAINES, STAFFORD ALFRED, Gt Mungrove Kendal Pet Feb 19 Ord March 29
 HANKINS, THOMAS WILLIAM, Worcester Farmer Worcester Pet March 20 Ord March 29
 HATFIELD, THOMAS, Whitby Heath, Farmer Birkenhead Pet Feb 15 Ord March 30
 HOLMES, JOSEPH HENRY, Norwich, Engineer Norwich Pet March 31 Ord March 31
 HONERS, FREDERICK WILLIAM, Snodland, Kent, Grocer Maidstone Pet March 28 Ord March 29
 KAUFMAN, MARIE TOOGOOD, Cheddar, Widow Wells Pet March 1 Ord March 31
 LEWIS, WILLIAM, Aberdare June, Blacksmith Pontypridd Pet March 29 Ord March 30
 LIDGOTT, JAMES, Gt Grimsby, Auctioneer Gt Grimsby Pet March 28 Ord March 28
 LITTLE, HARRIETT PIGOR, Eastbourne, Ladies' Outfitter Eastbourne Pet March 9 Ord March 30
 MASKILL, THOMAS, Sheffield, Joiner Sheffield Pet March 29 Ord March 29
 MILLICAN, CLEMENT, Bournemouth, Grocer Poole Pet March 31 Ord March 31
 MOSS, GEORGE, Leigh, Builder Bolton Pet March 29 Ord March 29
 NIBLITT, HERBERT JAMES, Malvern Link, Coachbuilder Worcester Pet March 30 Ord March 30
 PEACE, ALBERT, Middlestown, Yorks, Joiner Wakefield Pet March 30 Ord March 30
 PEPPER, JAMES WILLIAM, Leicester Leicester Pet March 30 Ord March 30
 POWER, CHARLES FREDERICK, Liverpool, Surgeon Liverpool Pet March 29 Ord March 29
 RICHARDSON, WILLIAM, Leeds, Yorks, Fish Dealer Leeds Pet March 28 Ord March 28
 ROOPE, STEPHEN JEFFRIES, Dalston High Court Pet March 29 Ord March 29
 SAMUELS, JAMES, and DAVID BENJAMIN EVANS, Wrexham, Haberdashers Wrexham Pet Feb 17 Ord March 28
 SAVAGE, ROBERT, Twickenham, Ironmonger Brentford Pet March 21 Ord March 29
 SHARMAN, JAMES DARIENETT, Castle Cary, Butcher Yeovil Pet Feb 27 Ord March 30

SHAW, FREDERICK, Sunderland, Comedian Sunderland Pet March 22 Ord March 30
 SKELTON, FRANCIS LEONARD, Norwich, Machinist Norwich Pet March 31 Ord March 31
 SPENCER, GEORGE, Oset, Yorks, Innkeeper Dewsbury Pet March 28 Ord March 28
 STEEL, WILLIAM, Acklington, Builder Newcastle on Tyne Pet March 22 Ord March 22
 STOBART, JOHN, Leeds, Hop Traveller Leeds Pet March 30 Ord March 30
 TAYLOR, WILLIAM, Nottingham Nottingham Pet March 31 Ord March 31
 TYNDALL, JOSEPH, Long Sutton, Licensed Victualler King's Lynn Pet March 7 Ord March 28
 ULRICH, FRITZ, Upton Park, Restaurant Manager High Court Pet March 29 Ord March 29
 WATKINSON, THOMAS, Kingston upon Hull, Grocer Kingston upon Hull Pet March 29 Ord March 29
 WHITTAKER, JAMES SAMUEL, Burnley, Insurance Agent Burnley Pet March 30 Ord March 30
 WHITWORTH, JOHN, Stone, Staffs, Grocer Stafford Pet Feb 26 Ord March 30
 WILSON, REGENDER, Keighley, Glass Dealer Bradford Pet March 3 Ord March 29

The following amended notice is substituted for that published in the London Gazette of Feb. 13:—

DUX, JOSEPH DANIEL, Stepney, Baker High Court Pet Feb 6 Ord Feb 8

SALES OF ENSUING WEEK.

April 12.—MESSRS. STIMSON & SONS, at the Mart, E.C., at 2 o'clock. Freehold Ground-rents (see advertisement, March 31, p. 4).
 April 12.—MESSRS. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock. Freehold Investment (see detailed advertisement, March 17, p. 4).
 April 13.—MESSRS. BAKER & SONS, at the Mart, E.C., at 2 o'clock. Leasehold Investments (see advertisement, this week, p. 376).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

TO SOLICITORS, TRUSTEES, and Others.

—Advertiser requires Mortgages as follows: £1,000 at 4 per cent., Freeholds, Croydon; £1,000 at 4 per cent., Freehold, Forest-gate; £15,000 at 4 per cent., Freehold Shops, South of England; £20,000 at 4 per cent., Freehold Hotel, East Coast, and several smaller sums.—Address, MORTGAGE, Watson's, 150, Fleet-street, E.C.

SOLICITORS with large Private Trust Funds for Investment in the best Trustee Land Securities in Scotland or England at 3 to 3½ per cent. will please communicate with Messrs. ASPREY & HARRIS, Solicitors, Farnival's-inn.

By direction of Trustees.—To Trustees, Insurance Companies, and gentlemen desiring an investment of the most secure character, producing an unfluctuating and punctually-paid income from English Railway Stock.

MESSRS. FURBER, PRICE, & FURBER will SELL BY AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, APRIL 25, at TWO o'clock precisely, BONDS and STOCK of the aggregate nominal value of £9,999 6s. 10d. of the WATTON and SWAFFHAM RAILWAY, forming part of the system of the Great Eastern Railway Company, and leased by that Company for a term of 999 years, at a rental which produces upon the aforesaid bonds and stock a net annual income of £212 or thereabouts.

Particulars and conditions of sale may be had of Messrs. Black & Moss, Solicitors, 9, Clement's-inn, Strand; or at the Auction and Estate offices, Warwick-court, Gray's-inn.

STREATHAM COMMON.

At Low Reserves.—37 excellent detached and semi-detached Villas. Purchase-money payable by instalments extending over nine years. Free conveyances. All situated in Euston-terrace, Buckleigh-road, and Greyhound-lane, on the Streatham-common Estate, near the common and the railway station. Let at rental of from £80 to £50 per annum each, and held for 99 years unexpired at moderate ground-rents, offering secure investments to small capitalists and others wishing to obtain a reliable return for their outlay, whilst the sale also enables the public to acquire houses on terms much easier than is offered by most building societies.

MESSRS. BAKER & SONS will SELL BY AUCTION, at the MART, E.C., on FRIDAY, 13th APRIL, at TWO, in 37 Lots, the above excellent INVESTMENTS.

Particulars of Messrs. Saunders, Hawksford, Bennett, & Co., Solicitors, 68, Coleman-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

SALES BY AUCTION FOR THE YEAR 1894.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

1894.		
Tuesday, April 10	Tuesday, June 12	Tuesday, Aug. 7
Tuesday, April 17	Tuesday, June 19	Tuesday, Aug. 14
Tuesday, April 24	Tuesday, June 26	Tuesday, Aug. 21
Tuesday, May 1	Tuesday, July 3	Tuesday, Oct. 3
Tuesday, May 8	Tuesday, July 10	Tuesday, Oct. 16
Tuesday, May 22	Tuesday, July 17	Tuesday, Oct. 30
Tuesday, May 29	Tuesday, July 24	Tuesday, Nov. 13
Tuesday, June 5	Tuesday, July 31	Tuesday, Dec. 4

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published at the end of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. STIMSON & SONS,

Auctioneers, Surveyors, and Valuers,
 8, MOORGATE STREET, BANK, E.C.,
 AND
 2, NEW KENT ROAD, S.E.
 (Opposite the Elephant and Castle).

AUCTION SALES are held at the Mart, Tokenhouse-yard, City, on the second and last Thursdays in each month and on other days as occasion may require.

STIMSON & SONS undertake SALES and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, Sales by Auction of Furniture and Stock, Collection of Rents, &c. Separate printed Lists of House Property, Ground-Rents for Sale, and Houses, &c., to be Let, are issued on the 1st of each month, and can be had gratis on application or free by post for two stamps. No charge for insertion. Telegraphic address, "Servabo, London."

By order of the Mortgagees.—Valuable Reversionary Interests to Three One-Sixth Shares of a Sum exceeding £8,600, with Insurance Policies and contingent advantages.

MESSRS. HUMBERT, SON, & FLINT are instructed to SELL BY AUCTION, at the MART, E.C., on TUESDAY, APRIL 17th, 1894, at TWO o'clock precisely the above REVERSIONARY INTERESTS, in the following order, viz.:

Lot 1.—A One-Sixth Share, of a lady, aged 41, in £8,000 (cash), contingent on her surviving a lady aged 77 years. Also a Policy for £300 on life of reversioner, with bonus additions.

Lot 2.—A One-Sixth Share, of a lady, aged 40, in the same Fund. Also a Policy for £400 on life of reversioner, with bonus additions.

Lot 3.—A One-Sixth Share, of a lady, aged 34, in the same Fund. Also a Policy for £500.

Note.—Should any of the six persons entitled die before the tenant for life the shares of the survivors will be proportionately increased.

Particulars of W. C. Williams, Esq., Solicitor, No. 4, Field-court, Gray's-inn, W.C.; and of the Auctioneers, 11, Serle-street, Lincoln's-inn, W.C., and Watford, Herts. Telephone, No. 2,708.

MESSRS. ROBT. W. MANN & SON,

SURVEYORS, VALUERS,
 AUCTIONEERS, HOUSE AND ESTATE AGENTS,
 ROBT. W. MANN, F.S.I., THOMAS R. HANSON, F.S.I.
 J. BAGSHAW MANN, F.S.I., W. H. MANN,
 12, Lower Grosvenor-place, Eaton-square, S.W., and
 32, Lowndes-street, Belgrave-square, S.W.

EDE AND SON,

ROBE  MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWN 3.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns

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